

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**MAY 23, 2016, 7:00 P.M.**

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1. Francis Hopkins and son, Wesley, to address the Mayor and members of the City Council regarding their appreciation for the extension of MAX route 43 through Mountain Brook Village.
2. Approval of the minutes of the May 9, 2016 regular meeting of the City Council.
3. Proclamation: Golf Month.
4. Consideration: Resolution adopting the 2015-2016 Personnel Board of Jefferson County classification survey.
5. Consideration: Resolution approving the lunchtime restaurant conditional use application for Biscuit Boyz at 2708 Culver Road.
6. Consideration: Resolution authorizing the execution of a Clinical Agreement between the City and Wallace State Community College.
7. Public hearing to determine and consider the assessment of the reasonable costs incurred for the nuisance abatement of the property located at 2324 Cahaba Road owned by Mr. and Mrs. William D. Rowe.
8. Public hearing to consider an ordinance restricting on-street parking along a portion of Ridgecrest Road.
9. Announcement: The next regular meeting of the City Council is June 13, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Comments from residents.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MAY 9, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 9th day of May, 2016. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

Also present were City Attorney Burgin Kent, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

1. Dangerous Buildings Program-Mark Waggoner and Benjamin Goldman of Hand Arendall, LLC (Appendix 1).

It was suggested that the proposal be reviewed by the City Attorney and reconsidered by the City Council again at a later date.

2. No Cell Phone Zones around Schools-Dale Wisely, Director of Student Services for the Mountain Brook School System. (Motion No. 2016-060 was added to the formal meeting agenda)

It was conceded that the ordinance will be difficult at best to enforce, however, school officials still see value in adopting such an ordinance in order to strengthen the School's parental conditioning efforts with respect to curtailing the use of mobile devices when in school zones.

3. "No Right Turn" sign on Hwy 280 ramp at Cahaba Road in Mountain Brook Village- Mayor Oden (Appendix 2-The City Attorney, Traffic Engineer and Police Chief were asked to study the matter further and report back to the governing body at a later date)

Because the intersection/sign are [most likely] in the City of Birmingham, enforcement efforts will be complicated hence the need for further study.

4. High School parking issues on Ridgcrest Road-Mark Drummond (Appendix 3-The City Manager was asked to notify affected neighbors and school officials of a public hearing to be held on May 23,2016 to determine the sentiment of the community and school officials)

5. Fiscal year 2017 budget schedule-Sam Gaston

6. Review of the matters to be considered at the formal [7 p.m.] meeting. (Appendix 4-The proposed resolution approving the conditional use (lunch operation) of Biscuit Boy at 2708 Culver Road was continued until the May 23, 2016 meeting in order to gather more information about parking, traffic and comments from area merchants.)

**2. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on May 9, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

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City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MAY 9, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 9th day of May, 2016. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

Also present were City Attorney Burgin Kent, City Manager Sam Gaston and City Clerk Steven Boone.

The City Council President Pro Tempore stated that a quorum was present and that the meeting was open for the transaction of business

**1. INTRODUCTION OF GUESTS**

Mr. Charles Cobb introduced three Boy Scouts from Troop 63 (Canterbury United Methodist) in attendance for the Citizenship in the Community merit badge requirements.

**2. MOUNTAIN BROOK CHAMBER OF COMMERCE SEMI-ANNUAL REPORT TO THE GOVERNING BODY (APPENDIX 1)**

Chamber Board Chairman Dan Bundy and Chamber Director Susan Doidge presented the Chamber's semi-annual report to the Mayor and members of the City Council.

**3. CONSENT AGENDA**

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the April 25, 2016 regular meeting of the City Council.

<b>2016-057</b>	Award the bid to Dunn Construction Company, Inc. for the construction of a turn lane extension on Overbrook Road at its intersection with Montevallo Road	Exhibit 1, Appendix 2
<b>2016-058</b>	Accept the professional services proposal submitted by Williamson & Associates, Inc. subject to such minor modifications in scope as may be determined to be appropriate by management and provided that total consideration for said professional services does not exceed \$10,000 with respect to the library building exterior consulting services	Exhibit 2, Appendix 3
<b>2016-059</b>	Accept the professional services proposal submitted by William Whittaker, Architect, with respect to design services for the joint fire and police training building	Exhibit 3, Appendix 4

<b>2016-060 Motion</b>	Accept the professional service proposal submitted by Skipper Consulting, Inc. for their performance of traffic engineering services related to a traffic study and other work related to a proposed ordinance banning the use of wireless communication devices with school zones within the City	Appendix 5
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Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Pro Tempore Pritchard and their immediate adoption was moved by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said Council minutes and resolutions (Nos. 2016-057 through 2016-059), and motion (No. 2016-060) are adopted by a vote of 4–0 and as evidence thereof he signed the same.

#### **4. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL**

Council President Pro Tempore Pritchard announced that the next meeting of the Mountain Brook City Council will be held on Monday, May 9, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

#### **5. ADJOURNMENT**

There being no further business to come before the City Council, Council President Pro Tempore Pritchard adjourned the meeting.

#### **6. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on May 9, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

\_\_\_\_\_  
City Clerk



**CITY OF MOUNTAIN BROOK**

56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802.3800  
Facsimile: 205.879.6913  
www.mtnbrook.org

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**GOLF MONTH PROCLAMATION**

**Whereas**, the first Men's State Amateur Golf Tournament in Alabama was held in 1915 at Montgomery Country Club, and

**Whereas**, the tournament has continued each year with the exception of 1917 and 1918 when it was pre-empted by World War I, and

**Whereas**, the Country Club of Birmingham hosted the first post-war tournament in 1919, and

**Whereas**, 2016 Men's State Amateur Golf Tournament will be the tenth time the tournament will be hosted by the Country Club of Birmingham, and

**Whereas**, the 2016 Championship will be conducted on a stroke play basis for 72 holes, 18 holes daily from June 9–12, 2016, at which time there are expected to be 156 players and after 36 holes the field will be reduced to the low 66 scores and ties for the final 36 holes of play, and

**Whereas** the Alabama Golf Association was organized on July 22, 1915 by John Inglis, head of the Greens Committee at Montgomery Country Club, during the Roebuck Springs Invitational that was won by a then thirteen-year-old Bobby Jones of Atlanta, and

**Whereas** the Alabama Golf Association is a 501(c)(3) not-for-profit educational organization whose mission is to serve and promote amateur golf in Alabama.

**Now, Therefore**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, do hereby **proclaim** the month of June 2016, as

**GOLF MONTH**

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and along with the 18,500 members of over 130 member clubs of the Alabama Golf Association to serve and support the game.

Given under my hand and the City of Mountain Brook, Alabama, on this 23rd day of May, in the year of our Lord, 2016, and of the Independence of the United States of America, 240th.

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**Lawrence T. Oden, Mayor**

2016-061

## Sam Gaston

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**From:** Emily Vernon  
**Sent:** Wednesday, April 20, 2016 10:41 AM  
**To:** [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)  
**Subject:** 100th Men's State Amateur

Good morning!

I am writing to request a favor from the Mayor's office and City Council. 2016 is the 100<sup>th</sup> anniversary of the Men's State Amateur golf tournament and will be held at the Country Club of Birmingham on June 9-12. In an effort to raise more interest in the event, I was hoping to have the month of June proclaimed "Golf Month" in the City of Mountain Brook. Is this a possibility? Maybe with a More information can be found on our website [alabamagolf.org](http://alabamagolf.org), or by calling or emailing me at the contact information listed below.

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We hope to make this centennial event the best to date and I would like to thank you for your consideration.

Thank you!

**Emily Pool**  
Manager of Office Facilities & Media  
Alabama Golf Association  
1025 Montgomery Highway, Suite 210  
Birmingham, Alabama 35216  
205.979.1234  
<http://www.alabamagolf.org>  
[emily@bamagolf.com](mailto:emily@bamagolf.com)  
[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



## Sam Gaston

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**From:** Emily Vernon  
**Sent:** Wednesday, April 20, 2016 12:20 PM  
**To:** gastons@mtnbrook.org  
**Subject:** 100th Men's State Amateur

Mr. Gaston-

I was so excited to hear back from you regarding the 100<sup>th</sup> Men's State Am. I am including below more specifics and history of the event, as well as a brief history of the Alabama Golf Association. Registration will be closed prior to your May meeting, so I'm omitting those details.

### History of the Men's State Am

The first Men's State Am in Alabama was held in 1915 at Montgomery Country Club and the winner of that event was Jack Allison of Birmingham. The tournament has continued each year with the exception of 1917 & 1918 when it was pre-empted by WWI. The Country Club of Birmingham hosted the first post-war tournament in 1919, and 2016 will be the tenth time the tournament at will take place there. More recently, Smylie Kaufman won the State Am in 2011.

### 100<sup>th</sup> Men's State Am

The 2016 Championship will be conducted on a stroke play basis for 72 holes, 18 holes daily on June 9-12, 2016. There will be 156 players at the Championship site to begin play. After 36 holes the field will be reduced to the low 66 scores and ties for the final 36 holes of play.

Awards will be presented to the low 10 scorers posting 72 hole scores. In addition, the Champion will have their name engraved the Sam D. Perry trophy housed at the AGA office.

Spectators are both welcomed and encouraged at this and all AGA competitions. Spectators will not be allowed at this competition, however, we follow the USGA policy of permitting the use of mobility scooters by any spectator who requires on-course transportation.

### History of the AGA/About Us

The Alabama Golf Association was organized on July 22, 1915 by John Inglis, head of the Greens Committee at Montgomery Country Club, during the Roebuck Springs Invitational that was won by a then thirteen-year-old Bobby Jones of Atlanta. We are a 501(c)(3) not-for-profit educational organization whose mission is to serve and promote amateur golf in Alabama and are the USGA's liaison for golf in Alabama. AGA membership consists of over 130 member clubs represented by nearly 18,500 individuals. The activities and services of the AGA are governed by a volunteer-based Board of Directors consisting of Alabama golfers who wish to serve the game and association through service.

Thank you again so much! If you have any questions or need additional information, please let me know.

Emily Pool

4/20/2016

Manager of Office Facilities & Media  
Alabama Golf Association  
1025 Montgomery Highway, Suite 210  
Birmingham, Alabama 35216  
205.979.1234  
<http://www.alabamagolf.org>  
[emily@bamagolf.com](mailto:emily@bamagolf.com)  
[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



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**From:** Sam Gaston [<mailto:gastons@mtnbrook.org>]  
**Sent:** Wednesday, April 20, 2016 10:53 AM  
**To:** Emily Vernon  
**Cc:** Steve Boone  
**Subject:** RE: 100th Men's State Amateur

I am sure we can do this for you at our May 23<sup>rd</sup> meeting. Furnish us a little more info for inclusion in the resolution.

Sam S.Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL. 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

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**From:** Emily Vernon [<mailto:emily@bamagolf.com>]  
**Sent:** Wednesday, April 20, 2016 10:41 AM  
**To:** [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)  
**Subject:** 100th Men's State Amateur

Good morning!

I am writing to request a favor from the Mayor's office and City Council. 2016 is the 100<sup>th</sup> anniversary of the Men's State Amateur golf tournament and will be held at the Country Club of Birmingham on June 9-12. In an effort to raise more interest in the event, I was hoping to have the month of June proclaimed "Golf Month" in the City of Mountain Brook. Is this a possibility? Maybe with a More information can be found on our website [alabamagolf.org](http://alabamagolf.org), or by calling or emailing me at the contact information listed below.

We hope to make this centennial event the best to date and I would like to thank you for your consideration.

4/20/2016

Thank you!

**Emily Pool**

Manager of Office Facilities & Media

Alabama Golf Association

1025 Montgomery Highway, Suite 210

Birmingham, Alabama 35216

205.979.1234

<http://www.alabamagolf.org>

[emily@bamagolf.com](mailto:emily@bamagolf.com)

[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



**RESOLUTION NO. 2016-062**  
**A RESOLUTION ADOPTING THE PERSONNEL BOARD OF JEFFERSON COUNTY**  
**2015–2016 ANNUAL CLASSIFICATION SURVEY**

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**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, while in regular session on the 23rd day of May, 2016, as follows:

Section 1. That the City Council of the City of Mountain Brook, Alabama, hereby adopts the Personnel Board of Jefferson County 2015–2016 Annual Classification Survey effective Tuesday, June 14, 2016.

Section 2. That a copy of this Resolution be sent to the Jefferson County Personnel Board.

**ADOPTED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 23, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

# Business Center

Classification Employees Certification Registers Downloads Business Links

## 2015 - 2016 CLASSIFICATION SURVEY RESULTS

Participant List for Jurisdiction*	11	<a href="#">Historical</a> <a href="#">2011-2012</a> <a href="#">2012-2013</a> <a href="#">2013-2014</a> <a href="#">2014-2015</a>
# of Employees Eligible to Take Survey**	86	
# of Employees Who Completed Survey	68	
% of Employees Who Completed Survey	79.07%	
**As of 02/24/2016		

Jurisdiction	Department	Employee	First Name	Last Name	Current Class	Current Grade	Completed Survey?	Recommendation
11 Mountain Brook	00200	1014813	Gilbert	Aban	Network Sys Adm I	28	Yes	No Change
11 Mountain Brook	01400	1001870	J	Alexander	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1011170	Jeffrey	Allcom	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1002233	Edwin	Appleton	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1005404	Justin	Baker	Fire Lt	20F	Yes	No Change
11 Mountain Brook	00200	1012902	Jack	Bankston	Revenue Examiner	18	Yes	Class: 01135 Title: Senior Revenue Examiner Grade: 21
11 Mountain Brook	01400	1010453	Jason	Baswell	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1013387	Joshua	Belcher	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1003273	Marc	Bell	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1015025	Russell	Bell	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1016887	Adam	Bomar	Firefighter	17F	Yes	No Change
11 Mountain Brook	00200	1010017	Steven	Boone	A/city Mgr/fin Dir	34	Yes	No Change
11 Mountain Brook	01400	1003242	Michael	Box	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	02000	1005244	David	Boyanton	Bldg Insp Ofcr	23	No	No Change
11 Mountain Brook	01400	1000999	Nicholas	Burns	Firefighter	17F	Yes	No Change
11 Mountain Brook	01200	1000645	Phillip	Choisser	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01400	1009849	David	Cohen	Fire Batt Chf I	26	Yes	No Change
11 Mountain Brook	01400	1008602	Stacey	Cole	Fire Batt Chf I	26F	Yes	No Change
11 Mountain Brook	01400	1006676	Weston	Cooper	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1012248	Miles	Cousins	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1007414	Jeffrey	Crabb	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1007770	Johnny	Crumpton	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1012245	Lee	Currie	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1004249	Patrick	Dean	Fire Lt	20F	Yes	No Change

11 Mountain Brook	01200	1013573	Lucretia	DeJamett	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01700	1006444	Misty	DeRamus	Sr Stores Clk	15	Yes	No Change
11 Mountain Brook	01400	1008457	David	Drew	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1014818	John	Entrekin	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01200	1005623	Bamard	Evans	Publ Safe Disp III	19	No	No Change
11 Mountain Brook	01400	1009692	Robert	Ezekiel	Fire Chief III	34	Yes	No Change
11 Mountain Brook	00200	1017625	Karen	Fowler	Accountant	21	Yes	No Change
11 Mountain Brook	01400	1011448	Mark	Franklin	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	02000	1014046	Michael	Glaze	Bldg Insp Ofcr	23	No	No Change
11 Mountain Brook	02000	1013753	John	Green	Bldg Insp Ofcr	23	No	No Change
11 Mountain Brook	01400	1006812	Richard	Haywood	Firefighter	17F	Yes	No Change
11 Mountain Brook	00200	1011597	Dana	Hazen	Zoning Admin	28	Yes	No Change
11 Mountain Brook	01400	1000924	James	Hetherington	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1014151	Daniel	Hicks	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1003315	Jonathan	Horton	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1010483	Robert	Howell	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1013386	Donald	Ivey	Firefighter	17F	Yes	No Change
11 Mountain Brook	01200	1011607	Robin	Jacobsen	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01400	1017797	Alex	Jessen	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1010529	Noah	Johnson	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1001502	Joseph	Jones	Fire Batt Chf I	26F	Yes	No Change
11 Mountain Brook	01400	1014648	Michael	Kemp	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1001747	David	Kennedy	Fire Batt Chf I	26	Yes	No Change
11 Mountain Brook	01400	1012612	Jonalhan	King	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1008376	William	Lucas	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1014139	Ryan	Martin	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1004241	Bradley	McCain	Firefighter	17F	Yes	No Change
11 Mountain Brook	01200	1016777	LaToya	Melton	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	02000	1018092	William	Merchant	Sr Plans Examiner	26	Yes	No Change
11 Mountain Brook	01400	1003348	Walter	Meyer	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1010969	Michael	Moore	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1008734	Christopher	Mullins	Fire Batt Chf I	26	Yes	No Change
11 Mountain Brook	01200	1013951	Jennifer	Murray	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01200	1015566	Vicky	Newland	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	00200	1015227	Donna	Nix	Accounting Asst II	16	No	No Change
11 Mountain Brook	01400	1011804	Gary	Noah	Firefighter	17F	Yes	No Change
11 Mountain Brook	00200	1013173	Wallace	O'Dell	Network Sys Adm I	28	No	No Change
11 Mountain Brook	01400	1005466	Grady	Parker	Firefighter Appa/opr	18F	Yes	No Change

11 Mountain Brook	01400	1009034	Gregory	Peek	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1009952	Cornelius	Ratcliff	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1004232	Michael	Ray	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1009042	Leland	Rhudy	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1014432	Jonathan	Roberson	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1013749	Charles	Robinson	Firefighter	17F	Yes	No Change
11 Mountain Brook	00200	1012395	Nathan	Simmons	Gis Tech II	22	No	No Change
11 Mountain Brook	00200	1003883	Amy	Stephens	Payroll Specialist	18	Yes	No Change
11 Mountain Brook	01200	1015040	Lisa	Stewart	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01400	1007807	Robert	Sweatman	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1010408	Bradley	Swindle	Firefighter	17F	Yes	No Change
11 Mountain Brook	01200	1002694	Sandra	Tatum	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01400	1006741	Derek	Toxey	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	01400	1015033	David	Useton	Firefighter	17F	No	No Change
11 Mountain Brook	01400	1012610	Heathe	Walkins	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1008008	Timothy	Weeks	Firefighter Appa/opr	18F	Yes	No Change
11 Mountain Brook	02000	1009303	Jerry	Weems	Building Insp Supt-II	28	No	No Change
11 Mountain Brook	01400	1002238	John	Wesley	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1003949	John	Whitehead	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1000859	Christopher	Williams	Firefighter	17F	Yes	No Change
11 Mountain Brook	01200	1013918	Depomes	Williams	Publ Safe Disp II	16	No	No Change
11 Mountain Brook	01400	1001829	Donald	Williams	Fire Lt	20F	Yes	No Change
11 Mountain Brook	01400	1012247	Kevin	Wilson	Firefighter	17F	Yes	No Change
11 Mountain Brook	01400	1006561	Timothy	Wooten	Fire Batt Chf I	26F	Yes	No Change

**RESOLUTION NO. 2016-063**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the lunchtime restaurant conditional use application for Biscuit Boyz at 2708 Culver Road.

**ADOPTED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 23, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



**CITY OF MOUNTAIN BROOK**

**Dana O. Hazen, AICP**  
**Director of Planning, Building**  
**& Sustainability**  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3821  
Fax: 205.879.6913  
hazend@mtnbrook.org  
www.mtnbrook.org

**DATE:** May 5, 2016

**TO:** Mayor, City Council, City Manager, City Attorney

**FROM:** Dana Hazen, City Planner

**RE:** Conditional Use for Biscuit Boy (11am-1pm lunch service)  
2708 Culver Road (previous iRevive and Melanie Pounds Interiors) Mountain Brook Village

Request for approval of a fast-casual restaurant in Mountain Brook Village. As may be seen in the attached letter of operational characteristics, although the restaurant is primarily a breakfast service, it is proposed to be open during the lunch peak hours of 11:00 a.m. to 1:00 p.m., thereby requiring approval of a conditional use.

The number of employees present between 11:00 a.m. and 1:00 p.m. will be four (4). There are two (2) on-site parking spaces along the alley which will be utilized by employees. Also, there is an agreement with Tom Sheffer of Avo-Dram to utilize the on-site parking at Avo-Dram for employee parking of this establishment, so it is not expected that employees of this proposed establishment will have an impact on street parking.

The applicant's letter indicates seating for up to 25 patrons; however, it is not anticipated that this will create a demand for 25 parking spaces, in that a portion of the patrons will already be parked in the Village as employees or patrons of other retail, office and service establishments in the Village.

As has been noted in past memos to council regarding parking on Montevallo, Petticoat and Culver, there is often ample parking along Petticoat and a fairly regular turnover of parking along Montevallo during the lunchtime hours. However, parking on the north end of Mountain Brook Village is on the cusp of change in the near future. Some of the Western parking lot will be lost in conjunction with the demolition of Western, Smith's and Ollie Irene and construction of Jemison Lane and associated improvements on the south end of Lane Parke. This is anticipated to take place beginning as early as fall of 2016. So, some of the Another Broken Egg patrons that currently utilize the Western parking lot will be forced to find street parking in the vicinity of this section of the Village. Ultimately, when Lane Parke is completed there will be new street parking added to the north side of Culver (see attached excerpt from the Skipper Traffic Study for Lane Parke).

The zoning ordinance requires council approval of a lunchtime conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

4 May 2016

Dear Ladies and Sirs:

Thank you for the opportunity to present our proposal for operating hours from 11 AM to 1 PM, described as lunch hours by the City of Mountain Brook. We are working with Spitfire Realty, the group that owns the little building at 2710 Culver, and architect Pete Pritchard, whose plans and renderings you should also have received, to develop a small biscuit concept offering mostly breakfast but also a light carryout lunch and (we hope) office catering business.

---

We plan to operate from 7 AM to 2 PM, closing after lunch service, with the lion's share of the business to come from 7-10 AM. Biscuits mean breakfast, and while they are eaten at other times of day, they are tied tightly to breakfast in the minds of the public and the culture of the area. So well over half of our sales would come then. Still, since it's never cheap to open and operate a restaurant, additional revenue from what are thought of as lunch hours would be crucial to the success of the enterprise, not to mention to fully employ workers at enough daily hours to maintain an admittedly small staff.

On that note, just 3-4 employees at a time would run the operation, as the space is quite small at around 800-900 square feet, and some of the staff would come from Dram, where they would park in our spaces behind the Village Corners building at Montevallo and Cahaba roads or in the three spaces behind the Spitfire building. With such brief operating hours, some employees would have to get more hours at Dram to make their time worthwhile. Indeed, some of the preparation of items to be sold at Biscuit Boy would be done in the Avo+Dram kitchen itself. So we don't see employee parking having an impact on village spaces.

In rudimentary midday parking counts over the past few weeks (and with an eye to the additional parking that is changing the realities of Mountain Brook Village), it's evident to us that there are always a good number spaces on Petticoat Lane and, despite past controversies over such, on Montevallo itself during the lunch hours in question, as no lunch-focused restaurant operates there. Avo and Dram are not open then, and Another Broken Egg, like the proposed Biscuit Boy, is a breakfast- and thus morning-centered place. Obviously (and for decades), Gilchrist is open for lunch nearby, but it's also a small space without a ton of seating, and the service is fast as the lunches themselves tend to be (I know from experience as

I'm sure you all do better than I). So with our limited seating -- in the 20-25 range, say -- and what we expect to be the preponderance of to-go business, we don't see people lingering or parking long at all to enjoy our product. A biscuit sandwich, which represents the vast majority of our menu, is a rapidly prepared item and one rapidly consumed or easily taken away as well. We will have no table service and no bar and thus no reason for guests to linger long.

We expect the majority of our draw to be in the morning hours, when guests are grabbing breakfast and coffee to go or eating it quickly in the space. A community table proposed in front and a counter of sorts along the side would invite a quick sit-down at breakfast or lunch rather than a long meal as at Avo or Dram, for instance, or even as at Another Broken Egg, with a multitude of tables and table service to take food orders. And while we hope to be something of a destination, even a "drive-by" one, for breakfast, we don't see anyone coming from across Birmingham or nearby communities to grab a quick breakfast-oriented biscuit at lunch. True, we will offer a salad and a few more "lunchy" biscuit sandwiches, but grits and gravy aren't the stuff of business lunches. I see our lunch business coming mostly from the merchants and staff of the village itself, or people from the hotel and offices nearby. Indeed, we hope to sell pick-up biscuit platters for such groups on a regular basis during the week.

I hope this gives you all some basis for our request and I look forward to discussing the matter with you further as a group or individually as you see fit. Thank you for your review.

Respectfully,

Tom Sheffer

A rough but fairly detailed menu outline for what we would offer at Biscuit Boy in the Spitfire Realty-owned building on Culver:

#### BISCUIT BOY

Egg & Cheese

Bacon

Sausage

Conecuh

Country Ham

Chicken

Hot Chicken

Hot Brown

Cuban

PBLT (on English Muffin)

Burger Boy

Sloppy Joe

Pulled Pork (+slaw)

Benedict Boy (on English muffin or biscuit)

Early Riser (egg/meat/cheese/tots)

Po'Boy (w/ comeback sauce)

Border Boy (flour taco)

#### GRAVY

Sausage

Red-Eye

Smoked Tomato

Chocolate

Gravy Flight (choice of three)

#### SIDES

Cheese Grits

Tater Tots (loaded: w/ cheese sauce)

#### SALAD

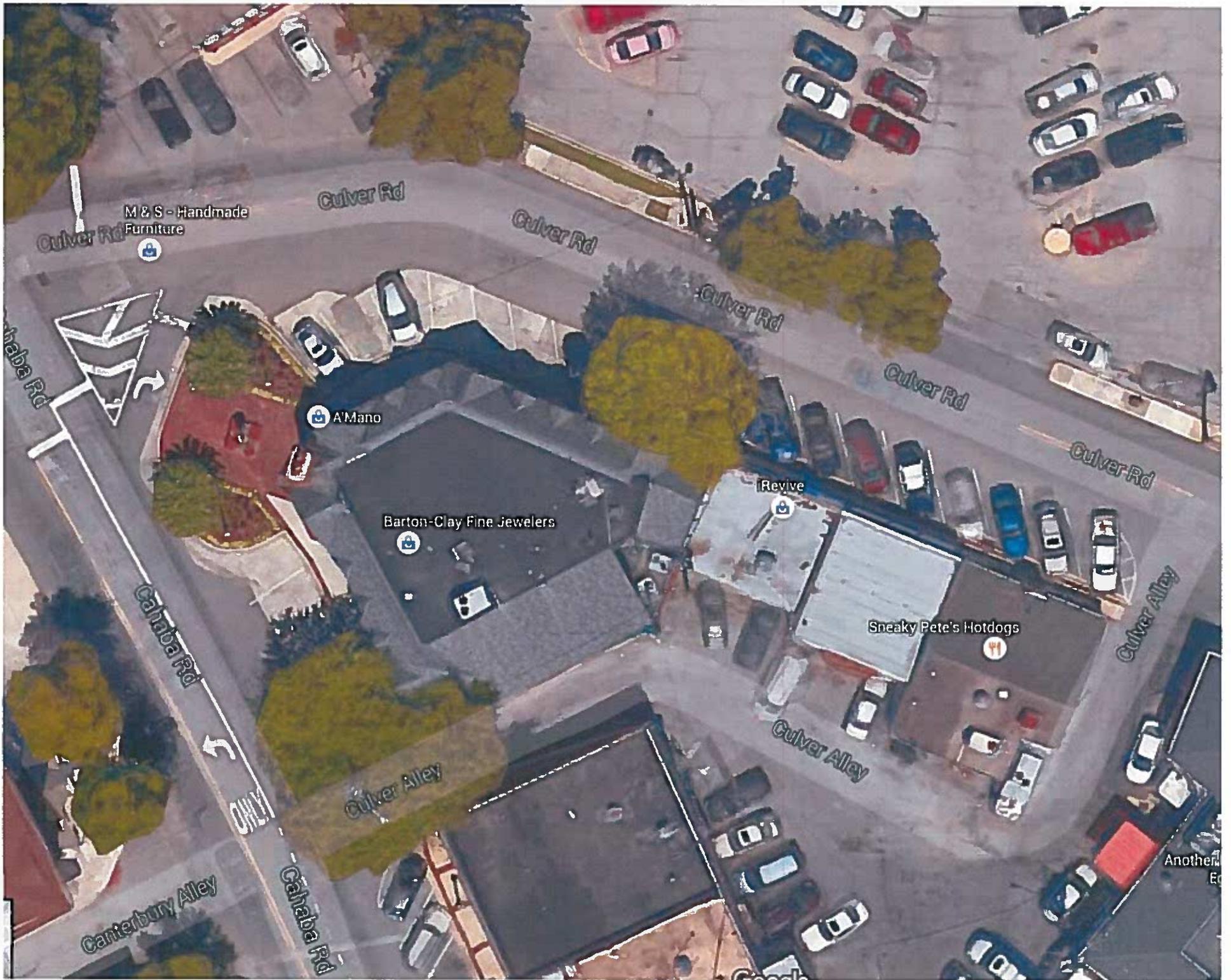
Kale Salad (cranberries/red-wine vinaigrette/biscuit croutons)

#### BREAKFAST PLATE

#### POOCH

Good Boy! (dog biscuit)





M & S - Handmade Furniture

Culver Rd

Culver Rd

Culver Rd

Culver Rd

Culver Rd

A'Mano

Barton-Clay Fine Jewelers

Revive

Sneaky Pete's Hotdogs

Culver Alley

Calhamba Rd

Culver Alley

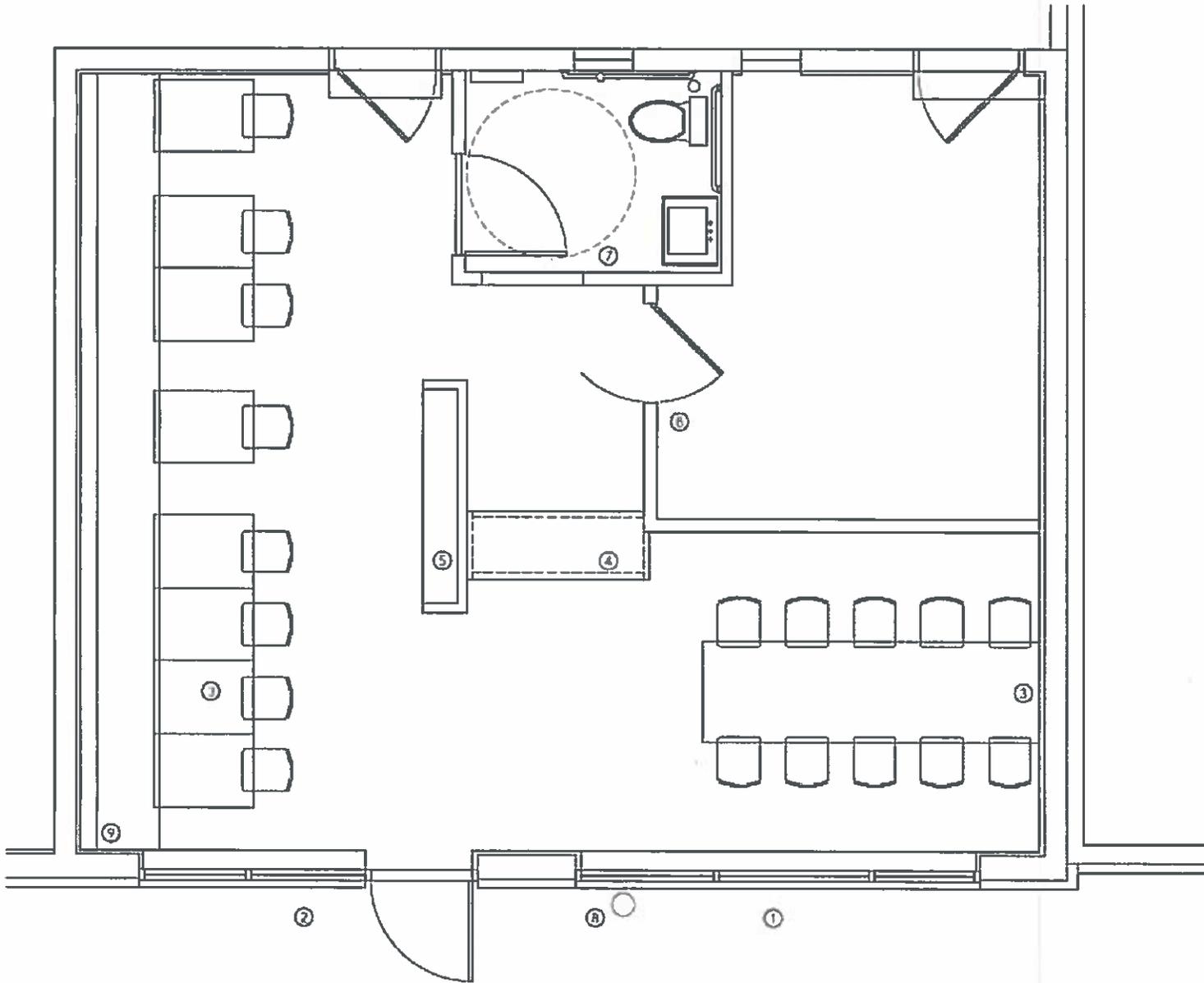
Culver Alley

Canterbury Alley

Cababa Rd

Another E





**INDEX**

- 1 NEW OVERHEAD DOOR
- 2 NEW FIXED STOREFRONT AND DOOR
- 3 SEATING
- 4 CASHIER
- 5 DRINK STATION
- 6 KITCHEN
- 7 BATHROOM
- 8 GAS METER
- 9 MIRRORED WALL

**BISCUIT BOY - SPITFIRE REALTY**

2708 Culver Road  
 Mountain Brook, AL 35255

**FLOOR PLAN**

Architect: PETE PRITCHARD inc.  
 SCALE: 1/4" = 1'-0"  
 4/5/16



Parking Observation 11:30 - 1:00, May 17

	Petticoat	Montevallo	Culver			Cars Parked at Western 11:30-1:00			
Tuesday	# vacant	# vacant	# vacant	Total Vacant					
11:30	13	8	3	24		to Sneaky Petes		3	
11:45	12	10	1	23					
12:00	12	14	2	28		to AB Egg		3	
12:10	16	15	2	33					
12:20	19	15	3	37					
12:30	20	13	3	36					
12:40	19	14	2	35					
12:50	17	13	1	31					
<b>Average</b>	<b>16</b>	<b>13</b>	<b>2</b>	<b>30</b>					

This observation was conducted on a Tuesday between 11:30 and 1:00. Street parking was observed along three roads (Petticoat, Montevallo and Culver). The average, combined vacancy of parking spaces on these three roads during the study time period was 30 spaces. Observations were also made regarding the number of cars parking in the Western parking lot whose occupants crossed Culver to patronize Another Broken Egg and Sneaky Pete's. The total number of cars that utilized the parking lot to patronize the restaurants across Culver were 6. Therefore, it appears that when the Western parking lot is no longer available for utilization by restaurant patrons there will be ample street parking (30 vacancies vs. 6 in parking lot) for those currently parking in the Western parking lot. Also, given the number of vacant street parking spaces in the vicinity of the proposed Biscuit Boy, there appears to be ample street parking to accommodate the proposed use.

**RESOLUTION NO. 2016-064**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Clinical Agreement, in the form as attached hereto as Exhibit A subject to such minor modifications that the City Attorney determines to be appropriate, between the City and Wallace State Community College.

**ADOPTED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 23, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



## CLINICAL AGREEMENT

This agreement is entered hereunto, this the \_\_\_\_ day of May 2016 between WALLACE STATE COMMUNITY COLLEGE, (hereafter referred to as the College) and Mountain Brook Fire Department (hereafter referred to as the Facility).

WHEREAS, Wallace State Community College located at Hanceville, Alabama, seeks to provide clinical educational experiences for students enrolled in the following program(s);

Emergency Medical Services

WHEREAS, the Facility is willing to make available facilities to Wallace State Community College for students enrolled in the above mentioned programs for the said clinical educational experiences;

Whereas, it is an accepted principle that care of the children is the primary function of the Facility and that education is the primary function of Wallace State Community College, and that cooperation and harmony is essential if both functions are to be carried out properly. It is therefore understood that Wallace State Community College and the Facility, shall each appreciate the concerns of the other and shall work together in developing any part of the program not covered by this agreement. Agreement shall be reviewed by both parties annually with revisions and renewals made at that time.

### FACILITY RESPONSIBILITIES:

1. Facility shall designate one of its employees as the Clinical Site Supervisor of the department, subject to the approval of the College, based on his/her professional and academic credentials unless other arrangements have been made between the Facility and College. The Clinical Site Supervisor shall be responsible for cooperating with College program faculty to assure mutual participation and supervision of the student. Facility shall notify College of change in such designation.
2. Facility reserves the right to request withdrawal of any student whose performance is unsatisfactory or whose behavior is disruptive or detrimental to the Facility or its children.
3. Facility shall submit to the College an evaluation of each student's progress and any other pertinent information related to the student's progress and performance on due dates and/or after the end of the rotation unless other arrangements have been made between the Facility and College.

4. Facility shall provide to College Students and College Faculty, emergency treatment on the same basis as that extended to Facility employees for injury or illness while fulfilling program requirements hereunder. Expenses of such treatment shall be the responsibility of the injured individual.
5. Facility shall provide parking spaces for students consistent with Facility employees. Any cost shall be borne by the student.
6. Facility shall provide College with Facility rules, regulations and policies.

#### **COLLEGE RESPONSIBILITIES:**

1. College shall have the responsibility of maintaining accreditation of the program.
2. College may withdraw or dismiss any student whose performance record or conduct does not justify continuance in the clinical education program.
3. College shall award academic credit for each segment of clinical education in the Facility as set forth in the program handbook.
4. College shall send Facility students who are physically fit as determined by the student's health care provider to undertake the clinical requirements at the time of the student's most recent physical, including, but not limited to TB skin testing, hepatitis B vaccination and immunity to rubella, measles and chicken pox.
5. Prior to the beginning of each clinical rotation, College shall send to Facility, the name of each student participating in the clinical rotation, and other such information about each student as shall be reasonably requested by Facility while maintaining student confidentiality unless other arrangements have been made between Facility and College.
6. College assures that all students have attended clinical orientations on campus and are familiar with Blood Borne Pathogens, Fire Safety, Back Safety and HIPAA Privacy Compliance.
7. College hereby agrees that it will enforce such rules and regulations governing the students participating in the rotation as established by the Facility through the Clinical Rotation Supervisor.
8. College shall maintain malpractice liability insurance in the amounts of \$1,000,000 each incident and \$3,000,000 aggregate. A certificate evidencing such insurance shall be provided to the Facility upon request.
9. College is responsible for implementation and monitoring student compliance of the Wallace State Community College Blood Borne Exposure policy.
10. College shall determine clinical placement and rotation schedule. Number of students placed at Facility will be mutually agreed upon by College and Facility.

11. College shall require that students participating in clinical must be current in CPR training.
12. College shall require all students participating in clinical to provide necessary information relating to their eligibility to participate including but not limited to a drug screen and a background check.

**Additional Responsibilities of the Nursing Division Only:**

1. College shall provide a clinical instructor while students are participating in clinical at the Facility.
2. College shall provide that student/teacher ratios meet or exceed Alabama Board of Nursing and/or agency requirements. There shall be no more than eight (8) students per instructor and no more than eight (8) students per unit at any given time.
3. College shall provide the agency with a copy of each student's full signature and initials to be utilized in charting.
4. College shall provide validation/documentation that all nursing instructors are currently licensed in the State of Alabama. A copy shall be presented to the Nursing Service Department for verification if required by Facility policy.

**STUDENT RESPONSIBILITIES:**

Students shall;

1. Submit to College specific personal data and additional information as required by Facility.
2. Follow all policies, procedures and rules of Facility and the College as established.
3. Provide all necessary and appropriate uniforms, as required.
4. Provide all transportation and living arrangements and expenses.
5. Provide proof of personal health insurance to Facility and College if required.
6. Maintain student malpractice and accident insurance through the duration of their clinical experience in the amounts of \$1,000,000/incident and \$3,000,000 aggregate prior to entering the clinical setting.
7. Keep in confidence all patient's matters and communications.
8. Wear an identification badge identifying them as a student of Wallace State Community College. This identification is to be visible at all times while on the premises of the Facility.
9. Provide documentation of CPR certification.

**NOTICES:**

All notices or other communications provided for in this Agreement shall be given to the parties addressed as follows:

If to Facility: Mountain Brook Fire Department

If to College: Ken Crow, D.H.Sc.  
 Director of Clinical Education  
 Wallace State Community College  
 P.O. Box 2000  
 Hanceville AL 35077

**MUTUAL RESPONSIBILITIES:**

1. It is intended by both parties that the clinical education of the students shall fit into and complement the educational and service activities of the Facility; however, it is understood that students shall not be used in lieu of professional or staff personnel and shall be under the supervision of an onsite Clinical Site Supervisor.
2. The College and Facility administer their educational programs and activities including admission and employment, without regard to race, color, religion, sex, national origin, or handicap. Title IX of the Educational Amendments of 1972 specifically prohibits discrimination on the basis of sex.
3. Facility and College shall be encouraged to evaluate aspects of the education program and provide suggestions for improvement.
4. Neither party will compensate the other as a result of the arrangements set forth in this Agreement. Faculty and students will receive no reimbursement by Facility during clinical hours.
5. Compliance with Section 31-13-9(k), Code of Alabama (1975). By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The term of this agreement shall begin on the 13<sup>th</sup> day of May 2016 and shall continue in effect until such time as either party hereto has terminated the Agreement by notifying the other party in writing of the intent to terminate at least one hundred and eighty (180) days prior to the termination date. At such time students enrolled in the program will be allowed

to complete their clinical with this site if clinical placement cannot be arranged and contract is terminated upon graduation of those students.

Upon failure of either party to discharge its obligations assumed hereunder, the other party may give written notice of such default. If such default is not amended within one hundred and eighty days of time after such notice, the agreement may be terminated forthwith by such party, effective upon graduation of currently enrolled students.

Wherefore the parties acknowledge the terms and conditions of the foregoing agreement, by executing the same on the date set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Vicki P. Karolewics  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Facility

Wallace State Community College  
\_\_\_\_\_  
College

\_\_\_\_\_  
Address

P.O. Box 2000  
\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Hanceville, AL 35077  
\_\_\_\_\_  
City, State, Zip

( )  
\_\_\_\_\_  
Telephone

(256) 352-8306  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Healthcare Professional Liability

## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")  
 55 Water Street, 18<sup>th</sup> Floor  
 New York, NY 10041

### DECLARATIONS - SPECIFIED MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Item	Policy Number: AHV-102010005	Renewal Of: AHV-102010004
1.	Named Insured The Students Of Wallace State Community College	
2.	MAILING ADDRESS Fiscal Management P.O.Box 2000, 801 Main Street Hanceville, AL 35077	
3.	Policy Period 12:01 A.M. Standard Time At	From: 09/29/2015 To: 09/29/2016
4.	Location of Designated Premises	
4.	The insurance afforded is only with respect to such of the following types of insurance as indicated by specific premium charge or charges:	
	<b>COVERAGE</b>	<b>PREMIUM</b>
	A. Professional Liability [X]	\$18,073.00
	B. General Liability [X]	\$0.00
	Terrorism Risk Insurance Act [X]	\$0.00
	C. Endorsements [ ]	
	D. Risk Purchasing Group Fee	\$0.00
	<b>TOTAL:</b>	<b>\$18,073.00</b>
5.	<b>LIMITS OF LIABILITY</b>	
	<b>\$1,000,000</b> each Incident or Occurrence	<b>\$3,000,000</b> in the Aggregate
6.	Deductible (if applicable): \$0 each Incident or Occurrence	
7.	The Named Insured is: <input type="checkbox"/> Sole Proprietor (including Individual) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Affiliation: Student Malpractice Blanket Liability	
8.	Business or Occupation of the Named Insured: Student	
9.	This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): HCPL-2025 (1/14), HCPL-8101A (04/14) HCPL-2157 (11/09), HCPL-2038 (11/09), TRIA-E003-0210, TRIA-N004-0204, OFAC (08/09)	
	Representative Agent:	Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576

**RESOLUTION NO. 2016-065**

**WHEREAS**, in Case No. 01 CV 2015-901808 filed by the City of Mountain Brook (the City”) in the Circuit Court of Jefferson County against William D. Rowe and Mary D. Rowe (collectively, the “Rowes”), that Court entered an Order on or about December 29, 2015 (the “Order”) declaring the residential structure (the “House”) on the property owned by the Rowes at 2324 Cahaba Road in the City of Mountain Brook, Alabama (the “Property”) and the grounds thereof (the “Grounds”) to be unlawful public nuisances;

**WHEREAS**, the Property is further identified by the Jefferson County Tax Assessor’s Office as Parcel ID No. 28 00 06 4 023 012.000;

**WHEREAS**, the City solicited proposals for the nuisance abatement work contemplated in the Order, and determined the proposal that was most favorable was that submitted by Bearden Services, LLC in the amount of \$13,300;

**WHEREAS**, at its March 14, 2016 regular meeting, pursuant to Resolution No. 2016-030, the City Council of the City (the “City Council”) authorized the execution of an agreement between the City and Bearden Services, LLC for that contractor to perform the nuisance abatement work concerning the House and Grounds;

**WHEREAS**, as contemplated in the Order, a public hearing was held before the City Council on May 23, 2016 concerning the performance of the nuisance abatement work by Bearden Services, the reasonableness of amount paid for those services and potential assessment of those costs against the Property; and

**WHEREAS**, the Rowes were given notice of said May 23, 2016, public hearing and provided an opportunity to reimburse the City for the nuisance abatement expenses that it has incurred with respect to the Property.

**WHEREAS**, at the time of said hearing, information concerning the nuisance abatement work on the Property (including a report from the City’s Building Official regarding the satisfactory completion of said work) was provided to the City Council.

**NOW THEREFORE**, after the report from the City’s Building Official regarding the satisfactory completion of the nuisance abatement work and other matters concerning the Property at its May 23, 2016 hearing, the City Council **RESOLVES** as follows:

1. The Court-ordered nuisance remediation work concerning the House and Grounds on the Property have been satisfactorily performed;
2. The \$13,300 amount previously paid by the City to Bearden Services, LLC to perform the nuisance remediation work (the “Nuisance Remediation Expense”) was a reasonable expenditure;
3. Prior to the hearing, the Rowes failed to reimburse the City for the Nuisance Remediation Expense; and
4. Pursuant to §11-40-33 of the Code of Alabama, the City Council hereby specially assesses the Nuisance Remediation Expense of \$13,300 against the Property, and that such amount shall constitute a lien on the Property for the amount of the assessment..

*2016-065*

**BE IT FURTHER RESOLVED** by the City Council that the City Clerk is hereby authorized and directed, for and on behalf of the City, to file a certified copy of this resolution in the Office of the Judge of Probate of Jefferson County, Alabama in order that the Tax Collector for Jefferson County shall add the amount of the nuisance abatement lien to the ad valorem tax bill on the Property and shall collect the amount as if it were a tax and remit the amount collected to the City pursuant to §11-40-33 of the Code of Alabama.

**ADOPTED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 23, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## 2324 Cahaba Road S demolition report

**From: Glen Merchant**

1:22 PM (13  
hours ago)

To: Steven Boone

After Bearden Services and Cumings Grading were asked to look at the project and give prices to remediate the nuisance. While Bearden was higher, Cumings would not return my calls to confirm everything could be completed for the lower price. I spoke with several local contractors who stated that they use Bearden because of their excellent work and care to work with neighbors to not be a nuisance or damage public or private property with equipment or dumpsters. Mr. Bearden even worked out an arrangement to remove the personal contents and make sure the Rowe's were ok with some items being discarded or relocated to their Thornhill home. During the demolition, Mr. Bearden had the neighbor's move their vehicles from their driveway in advance in case things went wrong when the 60' chimney was taken down. Based on my experience with similar nuisance abatement projects while at the City of Irondale, I can say that the \$13,300 price Bearden charged was reasonable and the site was stabilized after removal so as to not create another nuisance.

---

Best Regards,

Glen Merchant  
Building Official

[205/802-3812](tel:2058023812) Phone  
City of Mountain Brook, AL.  
56 Church Street  
Mountain Brook, AL 35213

----- Forwarded message -----

From: Glen Merchant <[merchantg@mtnbrook.org](mailto:merchantg@mtnbrook.org)>

Date: Mon, Apr 18, 2016 at 10:10 AM

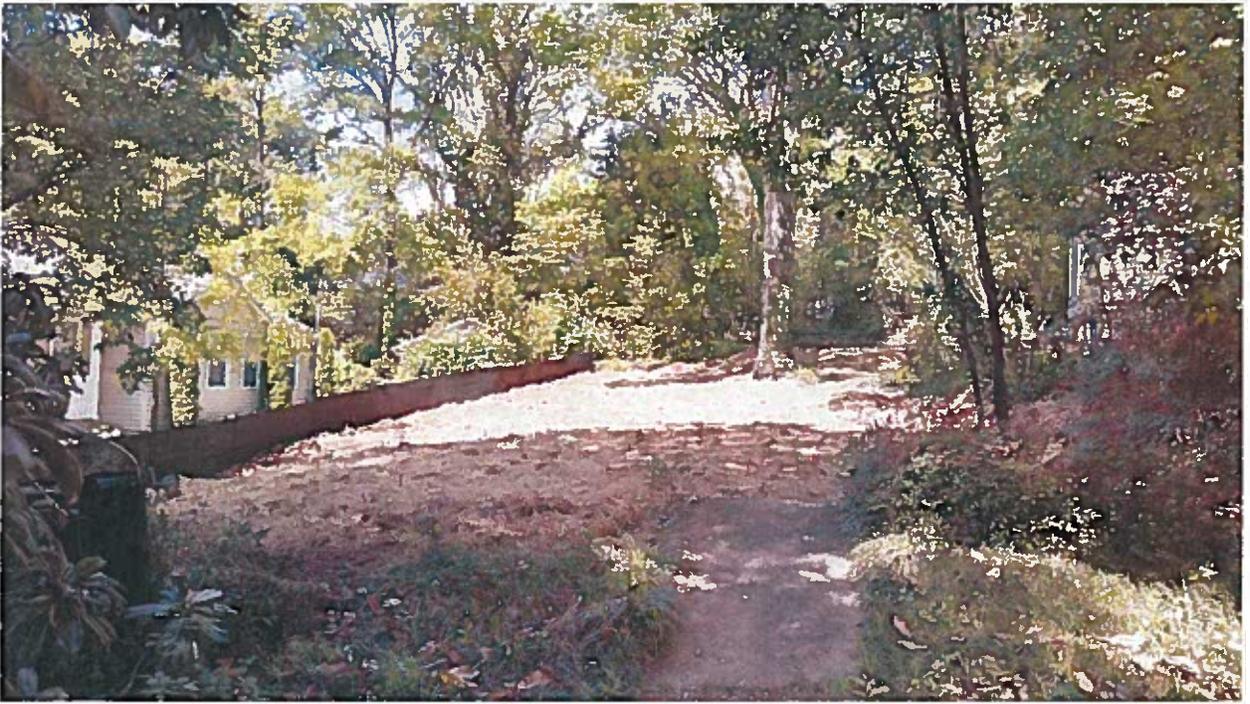
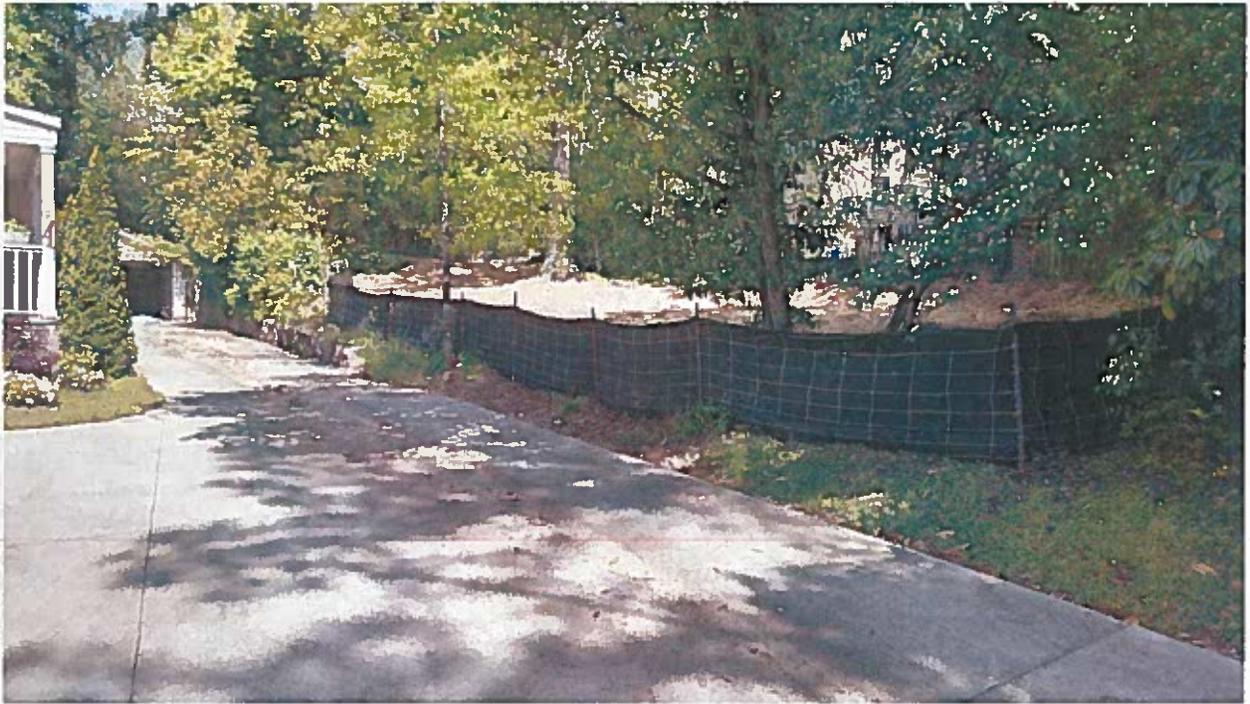
Subject: 2324 Cahaba Rd S., after 4/14.

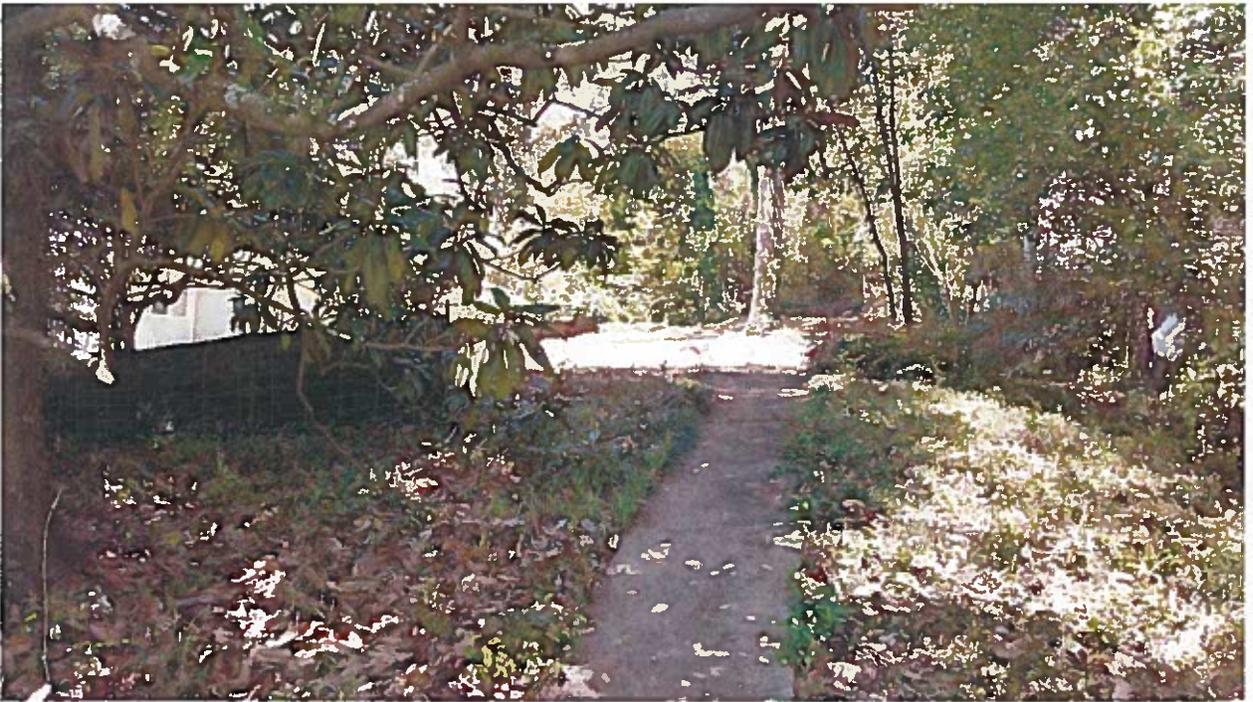
To: Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)>, Glen Merchant <[merchantg@mtnbrook.org](mailto:merchantg@mtnbrook.org)>

All personal property was coordinated through Bearden Services to owner's residence at Thornhill.

---

**4 Attachments**







CITY OF MOUNTAIN BROOK

P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.3825  
Facsimile: 205.874.0611  
[www.mtnbrook.org](http://www.mtnbrook.org)

May 2, 2016

Mr. William D. and Ms. Mary D. Rowe  
2924 Thornhill Road  
Mountain Brook, AL 35213

Re: City's Abatement of Nuisances - House and Grounds at 2324 Cahaba Road

Dear Mr. and Mrs. Rowe:

Please be advised that the City has completed the nuisance abatement work concerning the house and grounds of your property located at 2324 Cahaba Road in Mountain Brook, Alabama. As you may know, the City hired a contractor – Bearden Services, LLC – to perform this work. The City has paid Bearden \$13,300 for its services; attached is a copy of the City's April 20, 2016, check evidencing this payment.

Pursuant to the December 29, 2015 Court Order issued by the Jefferson County Circuit Court in *City of Mountain Brook v. William D. and Mary D. Rowe*, Case No. CV 2015-901808, the City requests that you reimburse it for this expense within ten (10) days from the date of this letter. Please be advised that if this payment is not made, the City Council of the City of Mountain Brook, Alabama, will conduct a hearing at its regular meeting on May 23, 2016, at 7 p.m., to determine the reasonable costs incurred with respect to abating the nuisances on your property and assessing those costs against your property. You have the right to appear, speak and protect your interest at this public hearing.

Should the City Council determine at the hearing that such costs should be assessed to your property at 2324 Cahaba Road, a resolution of said action shall be adopted and a certified copy of that resolution will be delivered to the Office of the Probate Judge of Jefferson County in order that such assessment may be added to the property tax bill of your property.

If you have any questions or require additional information, please call at 205/802-3825 or e-mail me at [boones@mtnbrook.org](mailto:boones@mtnbrook.org).

Sincerely,

Sam S. Gaston  
City Manager

Enclosure: City's April 20, 2016 Check for \$13,300 Paid to Bearden Services, LLC

Check Image Report



ABA Number 265270413  
Account Number 20000469947  
Check Number 99661  
Amount \$13,300.00  
Paid Date 04/26/2016

Front of check

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

 City of Mountain Brook  
PD Box 130009  
Mountain Brook, AL 35213-0009

Iberia Bank  
84-7041/2852

99661

DATE: 20-Apr-16

PAY Thirteen Thousand Three Hundred Dollars and No Cents

void after 90 days \$13300.00

TO THE ORDER OF Bearden Services, LLC  
220 Oak Forest Dr.  
Pelham AL 35129



*Sammy A. Bearden*  
*Alan Bearden*

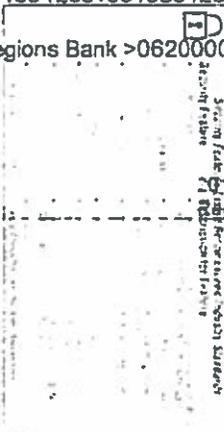
THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑆09966⑆ ⑆ ⑆2652704⑆ ⑆3⑆ 2000046994⑆ ⑆

Back of check

20160425810510864293 02 1334

Regions Bank >062000019<



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Regions Bank >062000019<

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

ENCLOSURE  
x 290442931

Bearden Services, LLC  
3931 Bearden Drive  
Vestavia, AL 35243  
bradbearden@gmail.com

100 1100 6402

2016-030



Bearden  
4/20/16

# INVOICE

**BILL TO**  
Glenn Merchant

INVOICE # 1109  
DATE 04/19/2016  
DUE DATE 04/19/2016  
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Rowe Residence: 2324 Cahaba Road Proposal			
Demolition Demolition of house and haul-off of debris	1	12,000.00	12,000.00
Services Clear underbrush and stabilize site	1	1,300.00	1,300.00

Make all checks payable to Bearden Services, LLC

**BALANCE DUE**

**\$13,300.00**

Direct inquires to: 205 533 5268  
THANK YOU FOR YOUR BUSINESS!

OK to Pay  
SSA

RESOLUTION NO. 2016-030

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Bearden Services, LLC, in the form as attached hereto as Exhibit A, with respect to the nuisance abatement/demolition and clean-up services for the property owned by William D. and Mary D. Rowe located at 2324 Cahaba Road pursuant to the Notice of Court Action in Case No. 01-CV-2015-901808.00.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

ADOPTED: This 14th day of March, 2016.

  
\_\_\_\_\_  
Council President

APPROVED: This 14th day of March, 2016.

  
\_\_\_\_\_  
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 14, 2016, as same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
City Clerk

**AGREEMENT TO ABATE NUISANCE CONDITIONS AT 2324 CAHABA ROAD**

**BEARDEN SERVICES, LLC** (hereinafter referred to as the "Contractor") hereby enters into this Agreement to Remediate Nuisance Conditions at 2324 Cahaba Road (the "Agreement") with the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation ("City") effective as of the date last executed by a party below (the "Effective Date").

WHEREAS, in Case No. 01 CV 2015-901808.00 filed by the City in the Circuit Court of Jefferson County against William D. Rowe and Mary D. Rowe (collectively, the "Rowes"), that Court entered an Order on or about December 28, 2015 (the "Order") declaring the residential structure (the "House") on the property owned by the Rowes at 2324 Cahaba Road in the City of Mountain Brook Alabama (the "Property") an unlawful public nuisance;

WHEREAS, to abate the nuisance condition concerning the House, the Court directed in its Order that the House be demolished and the following associated actions be taken:

- (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the Property;
- (b) remove from, discard or otherwise dispose of any items of personal property that remain in the House;
- (c) demolish the House in its entirety,
- (d) following the demolition of the House, remove all demolition debris from the Property and properly dispose of that debris;
- (e) following the demolition of the House, grade and restore the surface of the Property as required compliance with all state, county or local regulations; and
- (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "House Demolition Operations").

WHEREAS, in the Order, the Court also has determined that the condition of the grounds on the Property (the "Grounds") constitute an unlawful public nuisance, and ordered that the following remedial actions be taken to abate that nuisance:

- (a) cut and remove from the Property any overgrown shrubbery, bushes, trees and other vegetation thereon;
- (b) cut any grass or weeds on the Property to a height of not greater than 10 inches and remove any resulting clippings;

b. that it will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

c. that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its work;

d. that it has inspected the House and Property, and, based on that inspection and its expertise, that it has determined that they are reasonably suitable for Contractor to complete the Work;

e. that the Contractor shall be responsible for removal and proper disposal of any demolition debris and natural debris resulting from the Operations; and

f. that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of the Contractor is authorized to execute this Agreement.

#### **6. Insurance/Safety/Indemnification/Security Payment.**

a. Insurance. For the duration of this Agreement and for limits not less than stated below, the Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

i. **Comprehensive General Liability:** Coverage for combined single limit and aggregate for bodily injury and property damage with limits of not less than Three Hundred Thousand Dollars (\$ 300,000);

ii. **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit and aggregate for bodily injury and property damage; and

iii. **Workers' Compensation** as required by statute.

Before executing this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

b. Safety. Contractor has the exclusive responsibilities for the safety of its workers and personnel during the performance of the Project, and for performing the Work in a safe manner that does not put at risk the safety of any persons or endanger property. In performing the Project the Contractor shall take all reasonable protection to prevent damage, injury or loss to: (i) any persons who may be affected by the Work or conditions at the Work site; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work site or adjacent thereto. Further, the Contractor has the sole responsibility to identify any condition or hazard at or about the Work site that will prevent it from safely performing the Work.

c. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failure to perform its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

d. Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description or amount arising from the City's breach of its obligations hereunder.

e. Security Payment. Contractor agrees to furnish the City a cash payment of \$1,000 that the City will hold as security for the faithful performance of the Contractor's obligations under this Agreement (the "Security Payment"). If, in the exercise of the City's sole discretion, the City determines that the Contractor has failed to perform its obligations hereunder, the City may retain the Security Payment as damages for that breach; provided that the retainage of the Security Payment is not the City's sole remedy and does not limit or restrict the City's right to recover other damages or pursue other legal or equitable remedies available to it upon any such breach. If the Contractor faithfully performs its obligations hereunder, the City agrees to return the principal amount of the Security Payment to the Contractor within ten (10) days after it successfully completes the Work and submits an invoice to the City requesting payment of compensation for that Work. The City is not obligated to place or hold the Security Payment in an interest-bearing account, or pay the Contractor any interest on the principal amount of that Payment on its return.

7. Work Representative. Each party appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the "Project Representative"). The City's Work Representative is Glen Merchant, City Building Official, 56 Church Street, Mountain Brook, AL, 35213 [merchantg@mtnbrook.org](mailto:merchantg@mtnbrook.org), 205-802-3812. The Contractor's Work Representative is Brad Bearden, 3931 Bearden Drive, Vestavia Hills, AL 35243, [bradbearden@gmail.com](mailto:bradbearden@gmail.com), 205-533-5268. Any notice required hereunder shall be sufficiently given when sent to a Project

Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

#### **8. Miscellaneous Provisions.**

a. This Agreement sets forth the entire understanding between the parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this Agreement are deemed to have merged herein. This Agreement may not be modified or amended except in a writing that is signed by all parties.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of the City in enforcing any of its rights under this contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this contract to any third party without the written consent of the City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the City and Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. The Contractor is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Contractor. Further, the City retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees or representatives) performs the Work.

g. **Immigration Law Compliance.** The Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this contract, the Contractor shall participate in the E-Verify program as required under the terms of the Act. The Contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for Contractor indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The Contractor also represents and warrants that it shall not hire, retain or contract with any contractor in the

State of Alabama that it knows is not in compliance with the Act. By signing this Agreement, the Contractor also affirms that, for the duration of the contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the Contractor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement on behalf of their respective organizations.

BEARDEN SERVICES, LLC

By: *[Signature]*

Its: *owner*

Date: *3-11-16*

CITY OF MOUNTAIN BROOK, ALABAMA

By: *[Signature]*

Its: Mayor

Date: *March 14, 2016*

**EXHIBIT A - CONTRACTOR PROPOSAL**

**See attached.**

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Bearden Services, LLC  
3931 Bearden Drive  
Vestavia, AL 35243  
bradbearden@gmail.com



## ESTIMATE

ADDRESS  
Glenn Merchant

ESTIMATE # 1006  
DATE 01/29/2016

ACTIVITY	QTY	RATE	AMOUNT
Rowe Residence: 2324 Cahaba Road Proposal			
Demolition	1	12,000.00	12,000.00
Demolition of house and haul-off of debris			
Services	1	1,300.00	1,300.00
Clear underbrush and stabilize site			

TOTAL \$13,300.00

Accepted By

Accepted Date



AlaFile E-Notice

01-CV-2015-901808.00  
Judge: MICHAEL G GRAFFEO

To: STINE STEVEN THOMAS  
sstine@bishopcolvin.com

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## NOTICE OF COURT ACTION

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
CITY OF MOUNTAIN BROOK, ALABAMA V. WILLIAM D. ROWE ET AL  
01-CV-2015-901808.00

A court action was entered in the above case on 12/29/2015 11:54:49 AM

ORDER  
[Filer: ]

Disposition: GRANTED  
Judge: MGG  
Notice Date: 12/29/2015 11:54:49 AM

ANNE-MARIE ADAMS  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
JEFFERSON COUNTY, ALABAMA  
716 N. RICHARD ARRINGTON BLVD.  
BIRMINGHAM, AL 35203

205-325-5355  
anne-marie.adams@alacourt.gov

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, A  
CIVIL DIVISION / BIRMINGHAM



ELECTRONICALLY FILED  
12/29/2015 11:54 AM  
01-CV-2015-901808.00  
CIRCUIT COURT OF  
JEFFERSON COUNTY, ALABAMA  
ANNE-MARIE ADAMS, CLERK

CITY OF MOUNTAIN BROOK, ALABAMA, )  
)  
PLAINTIFF, )  
)  
v. ) CV 15-901808-MGG  
)  
WILLIAM D. ROWE; and, )  
MARY D. ROWE, )  
)  
DEFENDANTS, )

---

ENTRY OF DEFAULT and  
DEFAULT JUDGMENT AGAINST DEFENDANTS  
GRANTING RELIEF TO ABATE PUBLIC NUISANCES

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On May 5, 2015, PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA ("**PLAINTIFF**" or "**CITY**") filed its COMPLAINT FOR INJUNCTIVE RELIEF seeking judicial order to abate a public nuisance within its boundaries. Pending at this time are the APPLICATION FOR ENTRY OF DEFAULT AGAINST BOTH DEFENDANTS [Doc. 10] (hereinafter "**APPLICATION**") and the MOTION FOR ENTRY OF DEFAULT JUDGMENT [Doc. 13] ("**MOTION**"). Having considered the COMPLAINT, APPLICATION, MOTION, applicable legal authorities, and all other matters of record, the Court DETERMINES PLAINTIFF is ENTITLED to the relief it seeks.

**I. UNDISPUTED FACTS**

The Court FINDS the following are UNDISPUTED:

1. PLAINTIFF seeks a declaration that the condition of an unoccupied, wooden frame residential structure (the "**HOUSE**") and grounds (the "**GROUNDS**") located on real PROPERTY at 2324 Cahaba Road South in the CITY OF MOUNTAIN BROOK, Jefferson County, Alabama (the "**PROPERTY**") constitutes a public nuisance.

2. The PROPERTY is owned by the DEFENDANTS, WILLIAM D. ROWE and MARY D. ROWE (hereinafter collectively referred to as "**DEFENDANTS**").

3. As is contemplated in ALA. CODE § 6-5-122 (1975)<sup>1</sup>, this Court has jurisdiction to consider the COMPLAINT, and the authority to order the abatement of public nuisances.<sup>2</sup>

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<sup>1</sup> Hereafter, all references to statutes are to the ALA. CODE (1975).

<sup>2</sup> § 6-5-122 (1975) provides that "[u]ll municipalities in the State of Alabama may commence an action in the name of the CITY to abate or enjoin any public nuisance injurious to the health, morals, comfort or welfare of the

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-901808-MGG**

4. Before filing this action, PLAINTIFF communicated with DEFENDANTS and requested they abate the nuisance conditions regarding the HOUSE by demolishing that structure and properly maintaining the GROUNDS.

5. On or about May 15, 2015, the SUMMONS and COMPLAINT were duly served on DEFENDANTS by certified mail at 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213 (hereinafter "*DEFENDANTS' Thornhill Road Address*"). Counsel for PLAINTIFF also has certified he subsequently mailed notice of the APPLICATION and the MOTION to DEFENDANTS' Thornhill Road Address.

**II. ENTRY OF DEFAULT and DEFAULT JUDGMENT**

Despite the COMPLAINT having been duly served on the DEFENDANTS at the DEFENDANTS' Thornhill Road Address and counsel for the PLAINTIFF having certified that the subsequent APPLICATION and MOTION having been mailed to the same address, the DEFENDANTS have FAILED to appear in this action to plead, answer, or otherwise defend or contest the claims or allegations in the COMPLAINT. Accordingly, ENTRY OF DEFAULT as to each DEFENDANT is hereby NOTED in the record of this action. And, moreover, DEFAULT JUDGMENT is hereby ENTERED in favor of PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA and against DEFENDANTS WILLIAM D. ROWE [D001] and MARY D. ROWE [D002].

Accordingly, it is hereby ORDERED, ADJUDGED and DIRECTED as follows:

**A. COUNT 1 - ORDER and REMEDIES as to HOUSE**

1. The HOUSE on the DEFENDANTS' PROPERTY at 2324 Cahaba Road South is DECLARED an unlawful public nuisance;
2. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may ABATE the public nuisance concerning the HOUSE by taking the following actions:
  - (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the PROPERTY;
  - (b) remove from, discard or otherwise dispose of any items of personal PROPERTY that remain in the HOUSE;

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community or any portion thereof."

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-901808-MGG**

- (c) demolish the HOUSE in its entirety;**
  - (d) following the demolition of the HOUSE, remove all demolition debris from the PROPERTY and properly dispose of that debris;**
  - (e) following the demolition of the HOUSE, grade and restore the surface of the PROPERTY as required in compliance with all state, county or local regulations; and**
  - (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "*HOUSE Demolition Operations*").**
- 3. If, for any reason, DEFENDANTS do not perform and complete the above noted HOUSE Demolition Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the HOUSE by performing or completing any or all of those Operations. If the CITY performs any HOUSE Demolition Operations, the CITY may exercise the following rights and take the actions below in connection therewith:**
- (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;**
  - (b) upon completion of any HOUSE Demolition Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unfound or delivery is refused; and,**
  - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its HOUSE Demolition Operations expenses, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth in those statutory provisions.**

**B. COUNT 2 - ORDER and REMEDIES as to GROUNDS**

4. The present condition of the GROUNDS on DEFENDANTS' PROPERTY at 2324 Cahaba Road South is **DECLARED** an unlawful public nuisance.
5. Within thirty (30) days from the date of this **DEFAULT JUDGMENT**, DEFENDANTS may **ABATE** the public nuisance concerning the GROUNDS by taking the following actions:
  - (a) cut and remove from the PROPERTY any overgrown shrubbery, bushes, trees and other vegetation thereon;
  - (b) cut any grass or weeds on the PROPERTY to a height of not greater than 10 inches and remove any resulting clippings;
  - (c) cut and remove dangerous trees on the PROPERTY, or any dead, failing or dangerous limbs on existing trees; and,
  - (d) collect and remove any fallen limbs, leaves or vegetative debris from the premises (items (a)-(d) being collectively referenced as the "**Remedial GROUNDS Operations**").
6. If, for any reason, DEFENDANTS do not perform and complete the above noted Remedial GROUNDS Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may **ENTER** the PROPERTY and **ABATE** the nuisance condition concerning the GROUNDS by performing or completing any or all of those Operations. If the CITY performs any Remedial GROUNDS Operations, the CITY may **EXERCISE** the following rights and take the actions below in connection therewith:
  - (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
  - (b) upon completion of any Remedial GROUNDS Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to the DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused; and,
  - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its Remedial GROUNDS Operations, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-901808-MGG**

in those statutory provisions.

**III. NOTICE OF DEFAULT JUDGMENT**

This DEFAULT JUDGMENT shall forthwith be MAILED to DEFENDANTS by USPS first class mail to the DEFENDANTS' Thornhill Road Address - 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213.

Further, within five (5) days following the entry of this DEFAULT JUDGMENT, PLAINTIFF shall enter the PROPERTY and POST a Notice on the entrance of the HOUSE located on the PROPERTY that states in substantial form as follows:

"THE HOUSE AND GROUNDS ON THIS PROPERTY HAVE BEEN DECLARED PUBLIC NUISANCES BY DEFAULT JUDGMENT ENTERED DECEMBER 29, 2015, IN CASE NUMBER CV 15-901808-MGG, CIRCUIT COURT OF JEFFERSON COUNTY. PURSUANT TO THIS DEFAULT JUDGMENT, THE OWNERS OF THIS PROPERTY HAVE BEEN DIRECTED BY THE COURT TO DEMOLISH THE HOUSE AND REMEDIATE THE NUISANCE CONDITIONS ON THE GROUNDS WITHIN 30 DAYS OF THE DATE OF THIS DEFAULT JUDGMENT. IF THE OWNERS DO NOT TAKE THAT ACTION, REPRESENTATIVES OF THE CITY OF MOUNTAIN BROOK MAY ENTER THE PROPERTY, DEMOLISH THE HOUSE AND TAKE OTHER ACTIONS TO ABATE THE NUISANCE CONDITIONS. A FULL AND COMPLETE COPY OF THE ENTIRE DEFAULT JUDGMENT MAY BE OBTAINED AT THE OFFICE OF THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT, 716 RICHARD ARRINGTON BOULEVARD NORTH, BIRMINGHAM, AL."

**IV. POTENTIAL ADDITIONAL RELIEF and REPORT BY PLAINTIFF**

Except as set forth herein, NO other relief is granted to PLAINTIFF at this time. This action is TRANSFERRED to the Court's ADMINISTRATIVE DOCKET for no more than one hundred twenty-five [125] days from the date of this DEFAULT JUDGMENT. Provided however, Counsel for PLAINTIFF is DIRECTED to file a written report with the Court no later than one hundred twenty days (120) from the date of this DEFAULT JUDGMENT advising whether the public nuisance conditions on the PROPERTY have been abated. Following that report, the Court will CONSIDER whether any further relief, including the entry of injunctive relief noted in the COMPLAINT or the awarding of court costs should be considered or granted in this case.

Therefore, taxing of costs is HELD until further order.

DONE and ORDERED this date, December 29, 2015.

S/Michael G. Graffeo  
MICHAEL G. GRAFFEO  
Circuit Judge

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific instructions on page 2.

Name <b>Bearden Services, LLC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <b>LLC</b> <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>220 Oak Forest Dr.</b>	Requester's name and address (optional) <b>City of Mountain Brook P. O. Box 130009 Mountain Brook, AL 35213-0009</b>
City, state, and ZIP code <b>Prichard, AL 35124</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number								
or								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Employer identification number											

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien)

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person	Date <b>3-11-16</b>
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### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporation	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





# CITY OF MOUNTAIN BROOK

Revenue Department  
PO Box 130009, 56 Church St  
Mountain Brook, AL 35213-3700  
(205) 802-2400 Fax (205) 870-3590

<b>Customer</b>	20650	<b>Date</b>	11-Mar-2016
		<b>Return No</b>	1020290
BEARDEN SERVICES LLC 220 OAK FOREST DRIVE PELHAM, AL 35124			

<b>Due Date</b>	<b>Code / Description</b>	<b>Total</b>
01-Feb-2016	AR BOND CASH BONDS	\$1,000.00

Cash Bond For 2509 Country Club Circle - Move to 3420 Salisb

<b>Paid Date</b>	<b>Check Number</b>	<b>Check Amount</b>	<b>Paid</b>
01-Feb-2016	0	\$1,000.00	\$1,000.00

Received By LaTonya Nash Revenue Department

**Total Owed** \$1,000.00

**Total Received** \$1,000.00

We thank you for your patronage

Bearden Services, LLC  
3931 Bearden Drive  
Vestavia, AL 35243  
bradbearden@gmail.com

*100 1100 6402*

*2016-030*



*Bearden  
4/20/16*

# INVOICE

**BILL TO**  
Glenn Merchant

INVOICE # 1109  
DATE 04/19/2016  
DUE DATE 04/19/2016  
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Rowe Residence: 2324 Cahaba Road Proposal Demolition Demolition of house and haul-off of debris Services Clear underbrush and stabilize site	1	12,000.00	12,000.00
	1	1,300.00	1,300.00

Make all checks payable to Bearden Services, LLC

**BALANCE DUE**

**\$13,300.00**

Direct inquires to: 205.533.5268  
THANK YOU FOR YOUR BUSINESS!

*OK to Pay  
SSA*

RESOLUTION NO. 2016-030

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Bearden Services, LLC, in the form as attached hereto as Exhibit A, with respect to the nuisance abatement/demolition and clean-up services for the property owned by William D. and Mary D. Rowe located at 2324 Cahaba Road pursuant to the Notice of Court Action in Case No. 01-CV-2015-901808.00.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

ADOPTED: This 14th day of March, 2016.

  
\_\_\_\_\_  
Council President

APPROVED: This 14th day of March, 2016.

  
\_\_\_\_\_  
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 14, 2016, as same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
City Clerk

**AGREEMENT TO ABATE NUISANCE CONDITIONS AT 2324 CAHABA ROAD**

**BEARDEN SERVICES, LLC** (hereinafter referred to as the "Contractor") hereby enters into this Agreement to Remediate Nuisance Conditions at 2324 Cahaba Road (the "Agreement") with the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation ("City") effective as of the date last executed by a party below (the "Effective Date").

WHEREAS, in Case No. 01 CV 2015-901808.00 filed by the City in the Circuit Court of Jefferson County against William D. Rowe and Mary D. Rowe (collectively, the "Rowes"), that Court entered an Order on or about December 28, 2015 (the "Order") declaring the residential structure (the "House") on the property owned by the Rowes at 2324 Cahaba Road in the City of Mountain Brook Alabama (the "Property") an unlawful public nuisance;

WHEREAS, to abate the nuisance condition concerning the House, the Court directed in its Order that the House be demolished and the following associated actions be taken:

- (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the Property;
- (b) remove from, discard or otherwise dispose of any items of personal property that remain in the House;
- (c) demolish the House in its entirety,
- (d) following the demolition of the House, remove all demolition debris from the Property and properly dispose of that debris;
- (e) following the demolition of the House, grade and restore the surface of the Property as required compliance with all state, county or local regulations; and
- (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "House Demolition Operations").

WHEREAS, in the Order, the Court also has determined that the condition of the grounds on the Property (the "Grounds") constitute an unlawful public nuisance, and ordered that the following remedial actions be taken to abate that nuisance:

- (a) cut and remove from the Property any overgrown shrubbery, bushes, trees and other vegetation thereon;
- (b) cut any grass or weeds on the Property to a height of not greater than 10 inches and remove any resulting clippings;

b. that it will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

c. that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its work;

d. that it has inspected the House and Property, and, based on that inspection and its expertise, that it has determined that they are reasonably suitable for Contractor to complete the Work;

e. that the Contractor shall be responsible for removal and proper disposal of any demolition debris and natural debris resulting from the Operations; and

f. that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of the Contractor is authorized to execute this Agreement.

**6. Insurance/Safety/Indemnification/Security Payment.**

a. Insurance. For the duration of this Agreement and for limits not less than stated below, the Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

i. **Comprehensive General Liability:** Coverage for combined single limit and aggregate for bodily injury and property damage with limits of not less than Three Hundred Thousand Dollars (\$ 300,000);

ii. **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit and aggregate for bodily injury and property damage; and

iii. **Workers' Compensation** as required by statute.

Before executing this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

b. Safety. Contractor has the exclusive responsibilities for the safety of its workers and personnel during the performance of the Project, and for performing the Work in a safe manner that does not put at risk the safety of any persons or endanger property. In performing the Project the Contractor shall take all reasonable protection to prevent damage, injury or loss to: (i) any persons who may be affected by the Work or conditions at the Work site; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work site or adjacent thereto. Further, the Contractor has the sole responsibility to identify any condition or hazard at or about the Work site that will prevent it from safely performing the Work.

c. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failure to perform its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

d. Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description or amount arising from the City's breach of its obligations hereunder.

e. Security Payment. Contractor agrees to furnish the City a cash payment of \$1,000 that the City will hold as security for the faithful performance of the Contractor's obligations under this Agreement (the "Security Payment"). If, in the exercise of the City's sole discretion, the City determines that the Contractor has failed to perform its obligations hereunder, the City may retain the Security Payment as damages for that breach; provided that the retainage of the Security Payment is not the City's sole remedy and does not limit or restrict the City's right to recover other damages or pursue other legal or equitable remedies available to it upon any such breach. If the Contractor faithfully performs its obligations hereunder, the City agrees to return the principal amount of the Security Payment to the Contractor within ten (10) days after it successfully completes the Work and submits an invoice to the City requesting payment of compensation for that Work. The City is not obligated to place or hold the Security Payment in an interest-bearing account, or pay the Contractor any interest on the principal amount of that Payment on its return.

7. Work Representative. Each party appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the "Project Representative"). The City's Work Representative is Glen Merchant, City Building Official, 56 Church Street, Mountain Brook, AL, 35213 [merchantg@mtnbrook.org](mailto:merchantg@mtnbrook.org), 205-802-3812. The Contractor's Work Representative is Brad Bearden, 3931 Bearden Drive, Vestavia Hills, AL 35243, [bradbearden@gmail.com](mailto:bradbearden@gmail.com), 205-533-5268. Any notice required hereunder shall be sufficiently given when sent to a Project

Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

#### **8. Miscellaneous Provisions.**

a. This Agreement sets forth the entire understanding between the parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this Agreement are deemed to have merged herein. This Agreement may not be modified or amended except in a writing that is signed by all parties.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of the City in enforcing any of its rights under this contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this contract to any third party without the written consent of the City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the City and Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. The Contractor is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Contractor. Further, the City retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees or representatives) performs the Work.

g. **Immigration Law Compliance.** The Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this contract, the Contractor shall participate in the E-Verify program as required under the terms of the Act. The Contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for Contractor indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The Contractor also represents and warrants that it shall not hire, retain or contract with any contractor in the

State of Alabama that it knows is not in compliance with the Act. By signing this Agreement, the Contractor also affirms that, for the duration of the contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the Contractor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement on behalf of their respective organizations.

BEARDEN SERVICES, LLC

By: *R. Allen*

Its: *owner*

Date: *3-11-16*

CITY OF MOUNTAIN BROOK, ALABAMA

By: *Paul Cook*

Its: Mayor

Date: *March 14, 2016*

**EXHIBIT A – CONTRACTOR PROPOSAL**

**See attached.**

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Bearden Services, LLC  
3931 Bearden Drive  
Vestavia, AL 35243  
bradbearden@gmail.com



## ESTIMATE

ADDRESS  
Glenn Merchant

ESTIMATE # 1006  
DATE 01/29/2016

ACTIVITY	QTY	RATE	AMOUNT
Rowe Residence: 2324 Cahaba Road Proposal Demolition	1	12,000.00	12,000.00
Demolition of house and haul-off of debris Services	1	1,300.00	1,300.00
Clear underbrush and stabilize site			
		TOTAL	\$13,300.00

Accepted By

Accepted Date



**AlaFile E-Notice**

**01-CV-2015-901808.00**

**Judge: MICHAEL G GRAFFEO**

**To: STINE STEVEN THOMAS**  
**sstine@blshopcolvn.com**

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**NOTICE OF COURT ACTION**

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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF MOUNTAIN BROOK, ALABAMA V. WILLIAM D. ROWE ET AL**  
**01-CV-2015-901808.00**

**A court action was entered in the above case on 12/29/2015 11:54:49 AM**

**ORDER**

**[Filer: ]**

**Disposition: GRANTED**  
**Judge: MGG**  
**Notice Date: 12/29/2015 11:54:49 AM**

**ANNE-MARIE ADAMS**  
**CIRCUIT COURT CLERK**  
**JEFFERSON COUNTY, ALABAMA**  
**JEFFERSON COUNTY, ALABAMA**  
**716 N. RICHARD ARRINGTON BLVD.**  
**BIRMINGHAM, AL 35203**

**205-325-5355**  
**anne-marie.adams@alacourt.gov**

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, A  
CIVIL DIVISION / BIRMINGHAM



ELECTRONICALLY FILED  
12/29/2015 11:54 AM  
01-CV-2015-901808.00  
CIRCUIT COURT OF  
JEFFERSON COUNTY, ALABAMA  
ANNE-MARIE ADAMS, CLERK

CITY OF MOUNTAIN BROOK, ALABAMA, )  
 )  
 PLAINTIFF, )  
 )  
 v. ) CV 15-901808-MGG  
 )  
 WILLIAM D. ROWE; and, )  
 MARY D. ROWE, )  
 )  
 DEFENDANTS, )

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ENTRY OF DEFAULT and  
DEFAULT JUDGMENT AGAINST DEFENDANTS  
GRANTING RELIEF TO ABATE PUBLIC NUISANCES

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On May 5, 2015, PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA ("PLAINTIFF" or "CITY") filed its COMPLAINT FOR INJUNCTIVE RELIEF seeking judicial order to abate a public nuisance within its boundaries. Pending at this time are the APPLICATION FOR ENTRY OF DEFAULT AGAINST BOTH DEFENDANTS [Doc. 10] (hereinafter "APPLICATION") and the MOTION FOR ENTRY OF DEFAULT JUDGMENT [Doc. 13] ("MOTION"). Having considered the COMPLAINT, APPLICATION, MOTION, applicable legal authorities, and all other matters of record, the Court DETERMINES PLAINTIFF is ENTITLED to the relief it seeks.

**I. UNDISPUTED FACTS**

The Court FINDS the following are UNDISPUTED:

1. PLAINTIFF seeks a declaration that the condition of an unoccupied, wooden frame residential structure (the "HOUSE") and grounds (the "GROUNDS") located on real PROPERTY at 2324 Cahaba Road South in the CITY OF MOUNTAIN BROOK, Jefferson County, Alabama (the "PROPERTY") constitutes a public nuisance.

2. The PROPERTY is owned by the DEFENDANTS, WILLIAM D. ROWE and MARY D. ROWE (hereinafter collectively referred to as "DEFENDANTS").

3. As is contemplated in ALA. CODE § 6-5-122 (1975)<sup>1</sup>, this Court has jurisdiction to consider the COMPLAINT, and the authority to order the abatement of public nuisances.<sup>2</sup>

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<sup>1</sup> Hereafter, all references to statutes are to the ALA. CODE (1975).

<sup>2</sup> § 6-5-122 (1975) provides that "[a]ll municipalities in the State of Alabama may commence an action in the name of the CITY to abate or enjoin any public nuisance injurious to the health, morals, comfort or welfare of the

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-901808-MGG**

4. Before filing this action, PLAINTIFF communicated with DEFENDANTS and requested they abate the nuisance conditions regarding the HOUSE by demolishing that structure and properly maintaining the GROUNDS.

5. On or about May 15, 2015, the SUMMONS and COMPLAINT were duly served on DEFENDANTS by certified mail at 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213 (hereinafter "*DEFENDANTS' Thornhill Road Address*"). Counsel for PLAINTIFF also has certified he subsequently mailed notice of the APPLICATION and the MOTION to DEFENDANTS' Thornhill Road Address.

**II. ENTRY OF DEFAULT and DEFAULT JUDGMENT**

Despite the COMPLAINT having been duly served on the DEFENDANTS at the DEFENDANTS' Thornhill Road Address and counsel for the PLAINTIFF having certified that the subsequent APPLICATION and MOTION having been mailed to the same address, the DEFENDANTS have FAILED to appear in this action to plead, answer, or otherwise defend or contest the claims or allegations in the COMPLAINT. Accordingly, ENTRY OF DEFAULT as to each DEFENDANT is hereby NOTED in the record of this action. And, moreover, DEFAULT JUDGMENT is hereby ENTERED in favor of PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA and against DEFENDANTS WILLIAM D. ROWE [D001] and MARY D. ROWE [D002].

Accordingly, it is hereby ORDERED, ADJUDGED and DIRECTED as follows:

**A. COUNT 1 - ORDER and REMEDIES as to HOUSE**

1. The HOUSE on the DEFENDANTS' PROPERTY at 2324 Cahaba Road South is DECLARED an unlawful public nuisance;
2. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may ABATE the public nuisance concerning the HOUSE by taking the following actions:
  - (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the PROPERTY;
  - (b) remove from, discard or otherwise dispose of any items of personal PROPERTY that remain in the HOUSE;

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community or any portion thereof."

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-901808-MGG**

- (c) demolish the HOUSE in its entirety;
  - (d) following the demolition of the HOUSE, remove all demolition debris from the PROPERTY and properly dispose of that debris;
  - (e) following the demolition of the HOUSE, grade and restore the surface of the PROPERTY as required in compliance with all state, county or local regulations; and
  - (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "*HOUSE Demolition Operations*").
3. If, for any reason, DEFENDANTS do not perform and complete the above noted HOUSE Demolition Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the HOUSE by performing or completing any or all of those Operations. If the CITY performs any HOUSE Demolition Operations, the CITY may exercise the following rights and take the actions below in connection therewith:
- (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
  - (b) upon completion of any HOUSE Demolition Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused; and,
  - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its HOUSE Demolition Operations expenses, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth in those statutory provisions.

**B. COUNT 2 - ORDER and REMEDIES as to GROUNDS**

4. The present condition of the GROUNDS on DEFENDANTS' PROPERTY at 2324 Cahaba Road South is **DECLARED** an unlawful public nuisance.
5. Within thirty (30) days from the date of this **DEFAULT JUDGMENT**, DEFENDANTS may **ABATE** the public nuisance concerning the GROUNDS by taking the following actions:
  - (a) cut and remove from the **PROPERTY** any overgrown shrubbery, bushes, trees and other vegetation thereon;
  - (b) cut any grass or weeds on the **PROPERTY** to a height of not greater than 10 inches and remove any resulting clippings;
  - (c) cut and remove dangerous trees on the **PROPERTY**, or any dead, failing or dangerous limbs on existing trees; and,
  - (d) collect and remove any fallen limbs, leaves or vegetative debris from the premises (items (a)-(d) being collectively referenced as the "**Remedial GROUNDS Operations**").
6. If, for any reason, DEFENDANTS do not perform and complete the above noted Remedial GROUNDS Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may **ENTER** the **PROPERTY** and **ABATE** the nuisance condition concerning the GROUNDS by performing or completing any or all of those Operations. If the CITY performs any Remedial GROUNDS Operations, the CITY may **EXERCISE** the following rights and take the actions below in connection therewith:
  - (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
  - (b) upon completion of any Remedial GROUNDS Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to the DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused; and,
  - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its Remedial GROUNDS Operations, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the **PROPERTY** and be reimbursed for those expenses in the manner set forth

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-901808-MGG**

in those statutory provisions.

**III. NOTICE OF DEFAULT JUDGMENT**

This DEFAULT JUDGMENT shall forthwith be MAILED to DEFENDANTS by USPS first class mail to the DEFENDANTS' Thornhill Road Address - 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213.

Further, within five (5) days following the entry of this DEFAULT JUDGMENT, PLAINTIFF shall enter the PROPERTY and POST a Notice on the entrance of the HOUSE located on the PROPERTY that states in substantial form as follows:

"THE HOUSE AND GROUNDS ON THIS PROPERTY HAVE BEEN DECLARED PUBLIC NUISANCES BY DEFAULT JUDGMENT ENTERED DECEMBER 29, 2015, IN CASE NUMBER CV 15-901808-MGG, CIRCUIT COURT OF JEFFERSON COUNTY. PURSUANT TO THIS DEFAULT JUDGMENT, THE OWNERS OF THIS PROPERTY HAVE BEEN DIRECTED BY THE COURT TO DEMOLISH THE HOUSE AND REMEDIATE THE NUISANCE CONDITIONS ON THE GROUNDS WITHIN 30 DAYS OF THE DATE OF THIS DEFAULT JUDGMENT. IF THE OWNERS DO NOT TAKE THAT ACTION, REPRESENTATIVES OF THE CITY OF MOUNTAIN BROOK MAY ENTER THE PROPERTY, DEMOLISH THE HOUSE AND TAKE OTHER ACTIONS TO ABATE THE NUISANCE CONDITIONS. A FULL AND COMPLETE COPY OF THE ENTIRE DEFAULT JUDGMENT MAY BE OBTAINED AT THE OFFICE OF THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT, 716 RICHARD ARRINGTON BOULEVARD NORTH, BIRMINGHAM, AL."

**IV. POTENTIAL ADDITIONAL RELIEF and REPORT BY PLAINTIFF**

Except as set forth herein, NO other relief is granted to PLAINTIFF at this time. This action is TRANSFERRED to the Court's ADMINISTRATIVE DOCKET for no more than one hundred twenty-five [125] days from the date of this DEFAULT JUDGMENT. Provided however, Counsel for PLAINTIFF is DIRECTED to file a written report with the Court no later than one hundred twenty days (120) from the date of this DEFAULT JUDGMENT advising whether the public nuisance conditions on the PROPERTY have been abated. Following that report, the Court will CONSIDER whether any further relief, including the entry of injunctive relief noted in the COMPLAINT or the awarding of court costs should be considered or granted in this case.

Therefore, taxing of costs is HELD until further order.

DONE and ORDERED this date, December 29, 2015.

S/Michael G. Graffeo  
MICHAEL G. GRAFFEO  
Circuit Judge

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific instructions on page 2

Name <b>Bearden Services, LLC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ <b>LLC</b> <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>220 Oak Forest Dr.</b>	Requester's name and address (optional) <b>City of Mountain Brook P. O. Box 130009 Mountain Brook, AL 35213-0009</b>
City, state, and ZIP code <b>Prichard, AL 35124</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number
+
or
Employer identification number
<b>210+C1501311916</b>

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien)

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶ <b>3-11-16</b>
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**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued)
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





# CITY OF MOUNTAIN BROOK

Revenue Department  
PO Box 130009, 56 Church St  
Mountain Brook, AL 35213-3700  
(205) 802-2400 Fax (205) 870-3590

**Customer** 20650  
BEARDEN SERVICES LLC  
220 OAK FOREST DRIVE  
PELHAM, AL 35124

**Date** 11-Mar-2016  
**Return No** 1020290

Due Date	Code	Description	Total
01-Feb-2016	AR	BOND CASH BONDS	\$1,000.00

Cash Bond For 2509 Country Club Circle - Move to 3420 Salish

Paid Date	Check Number	Check Amount	Paid
01-Feb-2016	0	\$1,000.00	\$1,000.00

Received By LaTonya Nash Revenue Department

**Total Owed** \$1,000.00  
**Total Received** \$1,000.00

We thank you for your patronage



**CITY OF MOUNTAIN BROOK**

56 Church Street  
P.O. Box 130009  
Mountain Brook, Alabama 35213  
Telephone: 205.802.3803  
Fax: 205.870.3577  
[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

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SAM S. GASTON  
CITY MANAGER

May 11, 2016

Dear Resident,

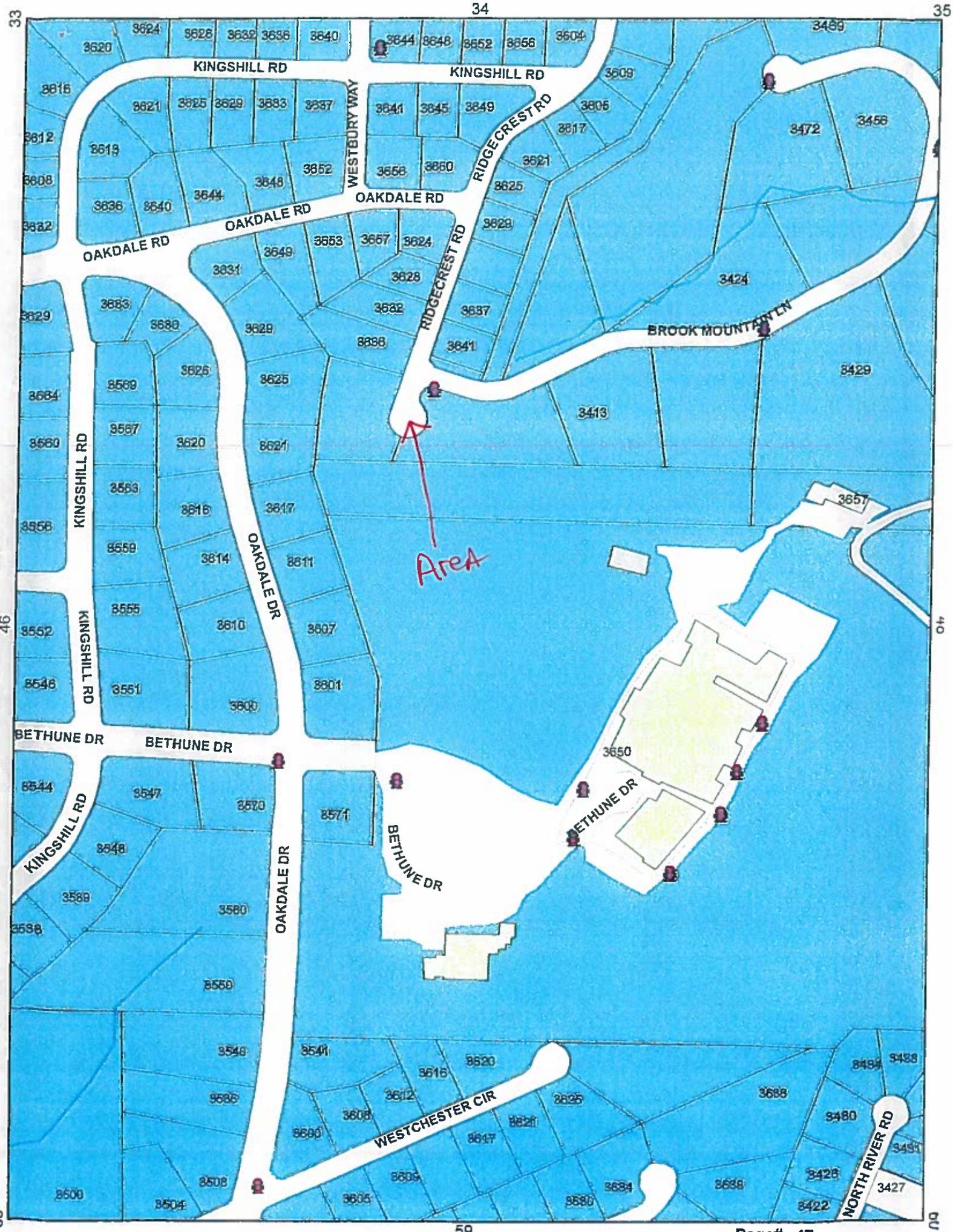
The City of Mountain Brook has received complaints about high school students parking in the cul-de-sac at the end of Ridgecrest Road. (See enclosed map). A few residents have expressed their concern about safety, litter and limited access for emergency vehicles due to this parking situation. A suggestion has been made to make the cul-de-sac area of Ridgecrest Road a "No-Parking" zone during certain hours.

The Mayor and City Council would like to invite you to attend the May 23<sup>rd</sup> City Council meeting, which will start at 7:00pm to discuss these issues and suggestions with them. If you cannot attend on Monday, May 23<sup>rd</sup>, but would like to express your opinions on this matter, please contact me at 802-3800 or [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org).

I look forward to your comments on May 23<sup>rd</sup>.

Sincerely,

Sam S. Gaston  
City Manager



Area

**Sam Gaston**

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**From:** Gordon and Margret Martin  
**Sent:** Tuesday, May 10, 2016 1:32 PM  
**To:** gastons@mtnbrook.org  
**Subject:** Ridge Crest Cul de Sac

Hello Sam -

This is Margret Martin. I am concerned about the activity that is occurring on the cul de sac of Ridge Crest and Brook Mountain Lane.

I live at 3412 Brook Mountain Lane. The first house next to the cul de sac. When I walk my dogs in the evening, teenagers are parked there drinking alcohol and smoking. During the day up to 15 cars can be parked along the curb during school hours. On the weekends, I have collected numerous bags of trash that consist of beer cans and bottles, vodka bottles, fast food trash, condoms, portable chairs and even a ladder.

I have called Mountain Brook police in the past and I have been told that there is nothing they can do about the high school kids parking there. But maybe some signs would help, or even better lighting? A couple of light posts would probably cut down on the drinking and drugs on the cul de sac at night.

My husband and I, and my neighbors, would appreciate any help concerning this problem.

Thank you so much for your consideration,

Margret Martin  
(205)527-9005

## Sam Gaston

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**From:** drummondjb93@gmail.com  
**Sent:** Tuesday, May 10, 2016 7:31 AM  
**To:** gastons@mtnbrook.org  
**Subject:** Brook Mountain Estates

Mr. Gaston, I am a resident in the Brook Mountain Estates Subdivision. I fully support the need and placement of no parking signs in our cul-da-sac. I would appreciate your attention to this matter. As you can imagine I am extremely tired of picking up trash from our entrance. I personally know this has been an issue for over 15 years with High Schoolers and I think it is time to take action. We are very lucky minor vandalism is all we have incurred. Nothing bad should have to happen for the City of Mountain Brook to be responsible. I have a 13 year old daughter and I feel it is unsafe for her to walk in her own neighborhood because of the nature of trash I have collected ie....condoms and alcohol beverage containers. Sincerely, Jessica Drummond

Sent from my iPhone

## Sam Gaston

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**From:** Martin, Gordon G.  
**Sent:** Tuesday, May 10, 2016 10:47 AM  
**To:** gastons@mtnbrook.org  
**Subject:** Ridgecrest cul-de-sac and path to school

**Attachments:** image003.jpg

Sam,

Long time, no talk to. Hope all is well with you and the City.

I know that Mark Drummond has been in touch with you regarding the situation on the Ridgecrest cul-de-sac. (I am in the first house on the left of Brook Mountain Dr., catty-cornered from the cul-de-sac. And let me admit right up front that I occasionally use the "short-cut" to the High School and my 11th grader often walks to school that way. I am concerned, however, about the parking and trash. It has gotten really bad. I appreciate the City looking into an appropriate solution. To me, a "No Parking" designation with enforcement might be the simplest solution. It could even be restricted just from 7:00 a.m. to 3:00 p.m. or something like that.

If appropriate, I would like to pass these comments on to Virginia Smith, who, if I am not mistaken, is our Council member. Thanks!

[cid:image003.jpg@01D1AAA9.58684B40]

Gordon G. Martin ■ Senior Vice President, Corporate and Administrative Services ■ Alabama Power Company ■ 205.257.0522 ■ ggmartin@southernco.com<mailto:ggmartin@southernco.com>

From: Mark Drummond [mailto:m.s.d@mindspring.com]  
Sent: Saturday, May 7, 2016 1:02 PM  
To: 'Sam Gaston' <gastons@mtnbrook.org<mailto:gastons@mtnbrook.org>>  
Cc: jodysaiaa@gmail.com<mailto:jodysaiaa@gmail.com>  
Subject: Ridgecrest cul-de-sac and path to school

Mr. Gaston,

Today (Saturday, May 7, 2016) I made some photos of the Ridgecrest Rd. cul-de-sac and the climb up to the High School property from the cul-de-sac using the path that the students are using. I am ashamed to admit, but I fell coming down off the ridge top and luckily have no injuries to report.

The photos are attached in the order of hiking up the ridge from the Ridgecrest cul-de-sac.

Photo 1 - Ridgecrest cul-de-sac trash - Upon parking in the cul-de-sac you see the trash that the students have left behind after parking on Friday. I cleaned up the parking area and our entrance area on Thursday; so, this is Friday's trash only.

Photo 2 - Ridgecrest cul-de-sac trash, City property - Off the cul-de-sac on City property is a garbage dump that lies adjacent to a wet weather stream that continues as a tributary to the beautiful stream that winds through Brook Mountain Estates. This trash is then transported into our stream and deposited into our backyards and property.

Photo 3 - Ditch Crossing 2 - Photo of the ditch crossing that becomes a wet weather stream during the rainy season. This is one of the first hazards that is crossed on the path leading to the High School.

Photo 4 - Ditch crossing - A photo partially up the High School path looking back towards the cul-de-sac.

Photo 5 - Upslope view - This illustrates the very steep topography up the High School

path, which daylighted near the High School fields.

Photo 6 - Top of slope view - A downhill view of the High School path. Just past the first small tree in the path is where the path drops off about 3 feet and where I lost my footing and fell.

This is a dangerous path leading from the Ridgecrest cul-de-sac to the high school. If parking is allowed in the cul-de-sac, it is not a matter of if an accident happens, it is a matter of when. For liability purposes, I would strongly recommend that the City erect No Trespassing signs, as well as the No Parking and No Litter signs. These messages could be placed on the same sign.

Please share any and all of the information that I have sent to you regarding this matter with the City Council prior to our meeting on Monday, if you would like.

Best regards,

Mark Drummond  
President  
Brook Mountain Estates Homeowners Association, Inc.

Donald Ghareeb  
3469 Brook Mountain Lane  
Mountain Brook, AL 35223  
Phone (205) 527-1587  
[Don.ghareeb@tacala.com](mailto:Don.ghareeb@tacala.com)

May 12, 2016

**VIA EMAIL [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org) and USPS Mail**

Mr. Sam Gaston  
City Manager, City of Mountain Brook  
56 Church Street  
P.O. Box 130009  
Mountain Brook, AL 35213

Dear Mr. Gaston,

I am writing you as a homeowner of Brook Mountain Estates. As you are aware, the entry of Brook Mountain Estates occurs at the intersection of Brook Mountain Lane and the cul-de-sac termination of Ridgecrest Road.

My wife and I respectfully request that *No Parking* and *No Litter* signs be erected in the Ridgecrest Road cul-de-sac. This area is a gathering place for teenagers, who leave trash and during school, use for parking, walking through the woods from the cul-de-sac to school. The Brook Mountain Estates Homeowners Association, Inc. considers the unauthorized access from the cul-de-sac to the high school a potential liability. It also considers the parking of vehicles here dangerous in the event emergency vehicles need to navigate in this area.

Thank you for your consideration.

Sincerely,



Donald Ghareeb

## Sam Gaston

---

**From:** Geeta Lakhanpal  
**Sent:** Sunday, May 15, 2016 10:05 AM  
**To:** gastons@mtnbrook.org  
**Subject:** Good Morning

Mr. Gaston,

We are writing to you in regards to the high school students parking in the cul-de-sac at the end of Ridgecrest road. We are concerned with the safety of these students as they make their way up the hill to the school. Also we have noticed a lot of trash in the cul-de-sac and around the entrance of our neighborhood. We would really appreciate it if you would consider making this area a " no parking " area, especially during school hours.

Thank you,

Drs. Geeta and Shaily Lakhanpal.  
3477 Brock Mountain Lane.

Sent from my iPhone

**Sam Gaston**

---

**From:** Janet Forbes  
**Sent:** Monday, May 16, 2016 11:08 AM  
**To:** Sam Gaston  
**Subject:** Ridgecrest Rd - No Parking letter sent to residents

Eve Gunn called to say she cannot come to the City Council meeting. She thinks making this area a "No Parking" is stupid and silly. She walks that area several times a week and said it is no big deal. Also, the trash is not just from the students - maybe workers in the area that park there to have lunch. She does like that the police are patrolling the area.

You do not need to call her back but her number is 515-8487. Her address is 3628 Ridgecrest Rd.

---

***Janet Forbes, SHRM-CP***  
***Assistant to the City Manager***  
***City of Mountain Brook***  
***P.O. Box 130009***  
***Mountain Brook, AL 35213***  
***(p) 205.802.3800 (f) 205.870.3577***  
**[forbesj@mtnbrook.org](mailto:forbesj@mtnbrook.org)**

**ORDINANCE NO. 1953**

**AN ORDINANCE PROHIBITING PARKING WITHIN  
THE CUL-DE-SAC OF RIDGECREST ROAD**

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. That it shall be unlawful for any person to park along either side of the cul-de-sac of Ridgecrest Road.

Section 2. The City Manager is hereby authorized and directed to cause appropriate signs to be erected by said street near the portions of said street described in Section 1 above.

Section 3. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 1-6 of the Code of the City of Mountain Brook.

Section 4. This ordinance shall become effective when published as required by law.

**ADOPTED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 23, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 24, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road  
Cahaba River Walk, 3503 Overton Road

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 1953**

**AN ORDINANCE PROHIBITING PARKING WITHIN  
THE CUL-DE-SAC OF RIDGECREST ROAD DURING SPECIFIED TIMES OF THE WEEK**

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. That it shall be unlawful for any person to park along either side of the cul-de-sac of Ridgecrest Road weekdays from 7:00 a.m. until 3:30 p.m. whenever the Mountain Brook Schools are in official academic session.

Section 2. The City Manager is hereby authorized and directed to cause appropriate signs to be erected by said street near the portions of said street described in Section 1 above.

Section 3. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 1-6 of the Code of the City of Mountain Brook.

Section 4. This ordinance shall become effective when published as required by law.

**ADOPTED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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\_\_\_\_\_  
City Clerk

**MARK S. DRUMMOND**

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3453 Brook Mountain Lane  
Mountain Brook, AL 35223  
Phone (205) 907-3244  
m.s.d@mindspring.com

May 2, 2016

Mr. Sam Gaston  
City Manager, City of Mountain Brook  
56 Church Street  
P.O. Box 130009  
Mountain Brook, AL 35213

Dear Mr. Gaston,

I am writing you on behalf of the Brook Mountain Estates Homeowners Association, Inc. and as a thirty-one year resident of Mountain Brook. The entry of Brook Mountain Estates occurs at the intersection of Brook Mountain Lane and the cul-de-sac termination of Ridgecrest Road (please refer to the attached map exhibit). At the Ridgecrest Road cul-de-sac (please refer to attached photo) resides property owned by the City of Mountain Brook (western half, right side of photo) and Lot 1 of Brook Mountain Estates and our landscaped entrance area and attendant stone wall & column hardscape structure (eastern half, left side of photo).

Our Homeowners Association has maintained the landscaping on both the City of Mountain Brook and Brook Mountain Estates sides. The routine maintenance that we perform on the City of Mountain Brook side is to trim the crape myrtles and boxwoods, much the plating beds, weed control, and cutting back the invasive privet hedge. We do not mind maintaining the entire cul-de-sac area because we take great pride in the appearance of our entry area and our neighborhood.

Over the years the cul-de-sac has been a meeting place and parking spot for Mountain Brook High School students. Groups of teens gather at all times, day and night, leaving trash in the cul-de-sac and in our maintained entrance area. During school hours, students use the cul-de-sac as unauthorized High School parking (photo shows typical school time parking in the cul-de-sac) and walk through the woods from the cul-de-sac to the High School.

The Brook Mountain Estates Homeowners Association, Inc. considers the unauthorized access from the cul-de-sac to the High School a potential liability hazard if a student were to get injured walking on this steep terrain. The congestive parking in the cul-de-sac renders it useless for turning around any emergency vehicle, such as a fire truck or

ambulance. The trash and beer cans that accumulate in the cul-de-sac is a public nuisance and a constant maintenance issue for our residents, neighborhood and HOA.

We respectfully request that No Parking and No Litter signs be erected in the Ridgecrest Road cul-de-sac as a matter of public safety, HOA liability exposure, and public nuisance issues.

Please let me know if we need to meet to discuss. Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark S. Drummond".

Mark S. Drummond

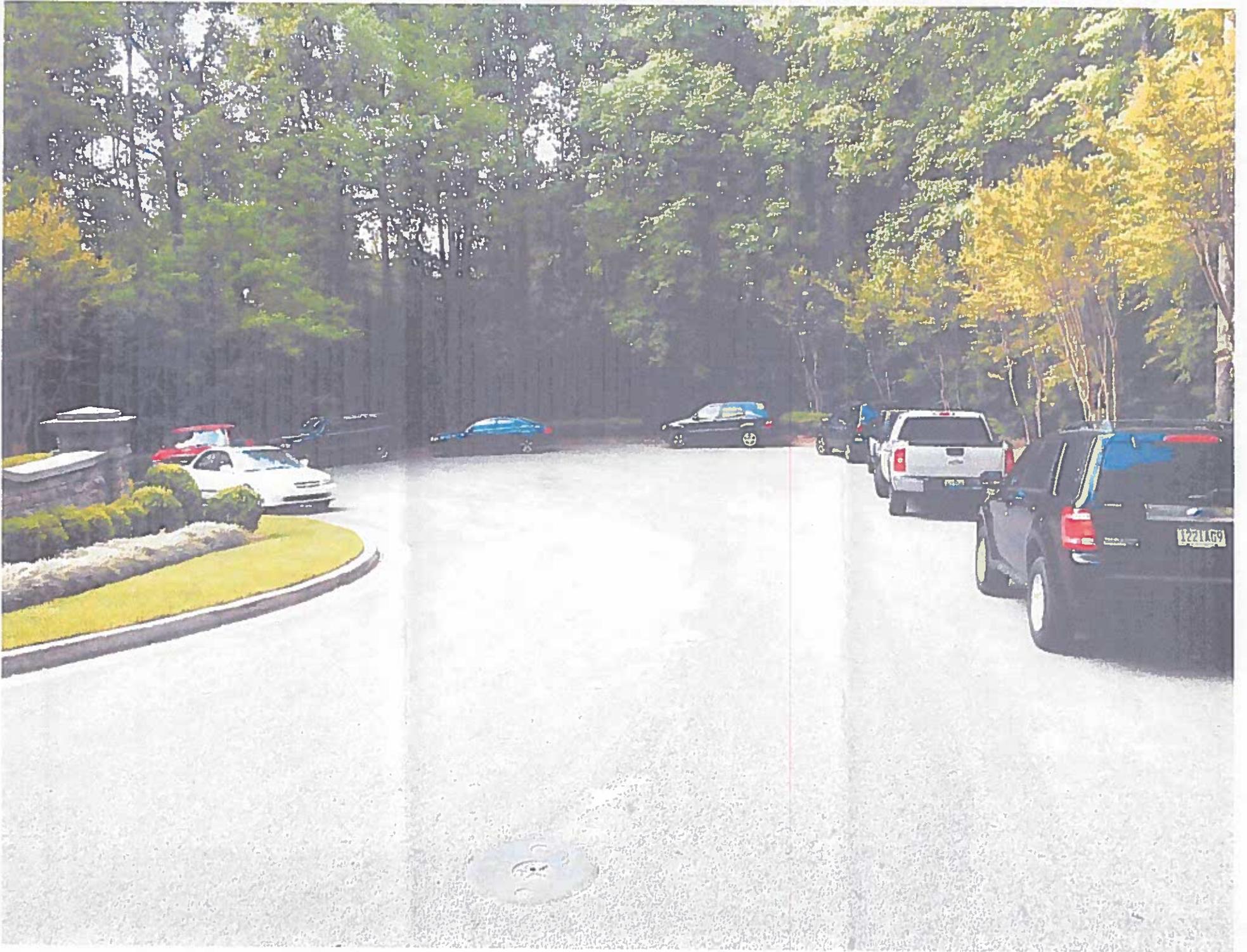
President

Brook Mountain Estates Homeowners Association, Inc.

Cc:// Mr. Jody Saiia, Brook Mountain Estates HOA, Inc. (Treasurer)

# Jefferson County, AL. Map Viewer





**Sam Gaston**

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**From:** Sam Gaston  
**Sent:** Wednesday, May 04, 2016 4:24 PM  
**To:** 'Mark Drummond'  
**Cc:** 'jodysaiia@gmail.com'  
**Subject:** RE: Brook Mountain Estates HOA - Ridgecrest Rd. cul-de-sac problems

Mark and Jody,

We met with the high school principal today and we have reviewed the situation. We have/had a similar situation on West Chester south of the school a few months ago.

Here is what I can report to you:

1. Our Public Works crews will continue to monitor the trash in the cul-de-sac.
2. There are two street lights in this area. Our night patrols will check to be certain they are both working. The southernmost light has a very short arm on the pole. I can ask APCO to place a longer arm on the pole so that the light better illuminates the cul-de-sac.
3. The students parking along the cul-de-sac are mainly sophomores who are not allowed to drive on campus. School policy only allows for juniors and seniors to have a car on campus. A few could be students who have lost their campus driving privileges or students who have been assigned a parking space on the lower end of the campus by the baseball field and don't want to walk so far to the school building.
4. In August the school will remind the sophomore parents and students that they are not allowed to park on campus, but if they drive, do not park in residential areas. These students are encouraged to carpool with juniors and seniors or adults. The junior and senior drivers will also be reminded to use their on-campus parking spaces and to not park off campus.
5. There is a gate on your side of the school, plus a missing section of fence. The school plans to lock this gate, except for football games in the Fall and to repair the missing section of fence.
6. School is out on May 27<sup>th</sup>.
7. This problem seems mild in the Fall, but rears up in the Spring when many sophomores obtain their driver's licenses.
8. You can come to the City Council's pre-meeting on May 9<sup>th</sup> to ask the Council to consider making the cul-de-sac a "No-Parking" zone for certain hours of the day such as 7am-3pm Monday-Friday. My concern is that this will only push the student drivers up the hill on Ridgecrest or down Brook Mountain Lane. The City Council will want the staff to notify all the residents of your street and up Ridgecrest of this proposed "No-Parking" request and schedule a hearing on it at the May 23<sup>rd</sup> meeting.

We do not set the time of the pre-meeting until the Friday before, but my guess it will start at 6pm on Monday, May 9<sup>th</sup> with our formal meeting at 7pm. Please let me know if you would like to attend or have any questions about the information above.

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

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**From:** Mark Drummond [mailto:m.s.d@mindspring.com]  
**Sent:** Monday, May 02, 2016 10:45 AM  
**To:** gastons@mtnbrook.org  
**Cc:** jodysaiia@gmail.com

## Sam Gaston

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**From:** HOOD, AMANDA  
**Sent:** Friday, May 06, 2016 8:53 AM  
**To:** Sam Gaston; Ted Cook  
**Subject:** Fencing

Mr. Gaston and Chief Cook,

Per our meeting this week, our maintenance team has corrected the open fencing issue related to the Ridgecrest area. The gate was installed by parks and rec. for retrieving balls and other items. We have requested that it be secured during school hours.

Have a wonderful weekend,  
Amanda

Sent from my iPad